

AGREEMENT FOR DESIGN-BUILD SERVICES

Agreement No.: _____

Administering Agency: **Western Placer Waste Management Authority**

Contract Description: **MATERIAL RECOVERY FACILITY EXPANSION: DESIGN-BUILD SERVICES**

This AGREEMENT ("Agreement") is made at Roseville, California, as of _____, 2022, by and among the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a joint powers authority organized under California law ("WPWMA"), and FCC Environmental Services, LLC ("FCC"). All capitalized terms not herein defined shall have the meaning ascribed to them in the **OPERATING AGREEMENT FOR THE WESTERN PLACER MATERIALS RECOVERY FACILITY**. The WPWMA and FCC are hereinafter referred to jointly as "**the Parties**" and singularly as a "**Party**".

The Parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

Article I. Facility Expansion

The services set forth below are the "Services" to be performed in connection with the "Project", which to the extent constituting work for which a contractor's license is required pursuant to the California State Contractors License Law (section 7000 et seq. of the Business and Professions Code) is the "Work":

1.1 FCC shall provide, furnish, and perform all necessary planning, architectural, engineering, and all other design services of any type, procurement, permitting and support services, construction, clean-up, and all other construction services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by WPWMA, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing associated with the Facility Expansion and as required for a complete, operational, and fully functional Facility, to the extent such is included in or reasonably necessary for the completion of the "Scope of Work", attached hereto as Exhibit B and incorporated by reference. Except with regard to any material to be provided and/or installed by WPWMA, FCC shall fully commission and subsequently operate a fully functional Facility on behalf of the WPWMA and in accordance with the separate Operating Agreement between WPWMA and FCC for the Operation of the Western Placer Materials Recovery Facility ("Operating Agreement").

1.2 To the extent such is included in or reasonably necessary for the completion of the Scope of Work, FCC shall prepare complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the Facility Expansion and that results

in a complete, operational, and fully functional Project, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Facility Expansion.

1.3 To the extent such is included in or reasonably necessary for the completion of the Scope of Work, FCC shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the Facility Expansion and that results in a complete, operational, and fully functional Facility.

1.4 To the extent such is included in or reasonably necessary for the completion of the Scope of Work, FCC shall supervise and direct the Facility Expansion, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the Facility Expansion and that results in a complete, operational, and fully functional Facility. FCC shall provide, manage and organize such personnel as necessary to complete the Facility Expansion in accordance with all requirements of the Agreement.

1.5 To the extent such is included in or reasonably necessary for the completion of the Scope of Work, FCC shall obtain, at FCC's expense, all governmental and private approvals, licenses, and permits required to complete the Facility Expansion; provided, however, WPWMA will be responsible for paying the cost of all fees imposed by regulating agencies with jurisdiction over the Facility except as may otherwise be noted in the Agreement. FCC shall design and construct the Facility Expansion that results in a complete, operational, and fully functional Facility in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Agreement and manufacturer's recommendations pertaining to individual items of equipment or systems.

1.6 FCC shall perform no Work personally, but rather shall secure the services of a contractor holding such appropriate license to perform all such Work through a contract FCC enters into for the benefit of the WPWMA with the specific prior written approval of the WPWMA at FCC's sole expense. In the event that FCC secures a contractor to perform Work through a contract FCC enters into for the benefit of the WPWMA, FCC agrees to require such contractor to comply with, as a condition of such contract, (1) those certain obligations under this Agreement to the extent required by law, (2) any obligation required by law, and (3) any provision which WMWMA in its reasonable discretion directs. FCC acknowledges and agrees that it is responsible for the means, methods, techniques, sequences or procedures of construction to be employed by FCC, and that to the extent that it does not require any contractors, subcontractors, or material suppliers to comply with, as a condition of their contract, all of FCC's obligations under this Agreement, it does so at its own risk and expense, and that to the extent FCC uses such contractors, subcontractors, or material suppliers, to perform this Agreement FCC is ultimately responsible for ensuring that such performance complies with all of FCC's obligations under this Agreement. FCC, at WPWMA's sole option which may be exercised upon (a) FCC's substantial failure to perform under this Agreement; and (2) failure to cure or commence and diligently prosecute to cure within fifteen (15) days after receipt of notice, hereby

assigns any such contract, subcontract, or material supply contract to WPWMA.

Article II. WPWMA's Project Manager and Representatives

2.1 WPWMA may assign all or part of its rights, responsibilities and duties to an independent, third-party representative for the purpose of overseeing or consulting on the Project. WPWMA shall inform FCC in writing of such assignment and the extent of its representative's authority.

Article III. Contract Time and Liquidated Damages

3.1 FCC shall complete the Facility Expansion within the following schedule. WPWMA reserves the right to modify or alter the Commencement Date of the Facility Expansion, but only to the extent (1) agreed upon in writing between both Parties; and (2) the Project schedule and the Contract Sum are equitably adjusted in the manner provided by law for excusable delays caused by an owner.

3.2 Therefore, FCC accepts the following completion obligations (collectively referred to as the "Contract Time"):

3.2.1 FCC acknowledges that it is in WPWMA's best interests to begin work as soon as possible after WPWMA award of this Agreement and issuance to FCC of notice to proceed ("Notice to Proceed"). As noted elsewhere in this Agreement, FCC may, at its option, phase preparation and issuance of Construction Documents to facilitate commencement of the Facility Expansion as FCC deems appropriate. WPWMA will reasonably phase its reviews and approvals of such phasing to support FCC's efforts.

3.2.2 FCC shall diligently pursue completion of the Facility Expansion. FCC shall achieve Substantial Completion of the Facility Expansion within **nine hundred and fifty eight (958)** calendar days of the date on which WPWMA issues the Notice to Proceed.

3.2.3 FCC shall achieve final completion within **forty (40)** calendar days of the date when WPWMA certifies Substantial Completion.

3.3 **Liquidated Damages.** WPWMA and FCC recognize that time is of the essence of this Agreement and that WPWMA, the Participating Agencies and their Designated Haulers and other customers of the Facility will suffer damages and that it is, and will be, impracticable and extremely difficult to ascertain and determine the exact amount of damages that they will suffer if the Facility Expansion is not completed within the time specified in Paragraph 3.2.2 above plus any extensions thereof agreed to by the Parties. Accordingly, WPWMA and FCC agree that FCC shall pay WPWMA the following liquidated damages measures that apply separately and cumulatively:

(A) FCC shall pay WPWMA **one thousand dollars (\$1,000)** per calendar day for every day by which Substantial Completion exceeds the date set in Paragraph 3.2.2 above , for no more than thirty (30) days after such date; and

(B) FCC shall pay WPWMA **two thousand dollars (\$2,000)** per calendar day for every day by which Substantial Completion exceeds the date set in Paragraph 3.2.2 above, plus the thirty (30) days set forth in Section 3.3(A) above, not to exceed three hundred and sixty-five (365) days.

3.4 Liquidated damages for delay shall cover and be in lieu of the actual damages suffered by WPWMA, the Participating Agencies and their Designated Haulers, and other customers of the Facility as a result of delay. Liquidated damages are intended to compensate WPWMA for damages it incurs as a result of delay caused solely by FCC, but do not cover the cost of completion of the Facility Expansion or damages not arising from delays. These liquidated damages shall not apply in the event damages are caused by an Uncontrollable Circumstance. These liquidated damages shall be the WPWMA's sole remedy for recovery of damages due to delays in the Facility Expansion.

3.5 Subject to the liquidated damages measures noted herein, FCC shall have no liability for consequential damages arising out of the completion of the Facility Expansion.

Article IV. Contract Sum

4.1 WPWMA shall pay FCC the sum of One Hundred Nineteen Million Six Hundred Seven Thousand One Hundred Eighty-Four Dollars and Thirty One Cents (\$119,967,184.31) as the "Contract Sum" for the completion of the Work in accordance with the Agreement and the amounts stipulated in FCC's Cost Proposal.

4.2 The Contract Sum is all inclusive and includes all work; all federal, state, and local taxes on materials and equipment, and labor furnished by FCC, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of FCC's performance of the Facility Expansion. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Facility Expansion, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

Article V. FCC's Representations and Warranties

FCC hereby makes the following representations and warranties:

5.1 By execution of this Agreement, FCC certifies awareness of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and compliance with such provisions before commencing the performance of this Agreement.

5.2 FCC has visited the Facility and has reasonably examined the nature and extent of the work, site, locality, conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or construction of the Facility Expansion or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to

be employed by FCC and safety precautions and programs incident thereto.

5.3 FCC has reasonably examined all as-built drawings, drawings or reports, available for design and construction purposes, which the Parties agree limit the matters indicated therein to the specific positive assertions of fact expressly set forth therein, of physical conditions, or physical conditions which may be apparent, at the Facility, and accepts the criteria set forth in these documents to the extent of the information contained in these documents upon which FCC is entitled to rely as positive assertions of fact. Upon such professionally reasonable reliance, FCC shall not be liable for any damages arising from pre-existing physical conditions not identified by WPWMA in advance. FCC agrees that except for the information so identified, FCC does not and shall not rely on any other information contained in these documents.

5.4 FCC has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Agreement.

5.5 FCC is duly licensed, organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

5.6 FCC has duly authorized the execution, delivery and performance of this Agreement and the Work to be performed herein. The Agreement do not violate or create a default under any instrument, agreement, order or decree binding on FCC.

5.7 FCC acknowledges its responsibility to provide WPWMA with a complete and updated list of subcontractors, if any, as they become known on the project, and that such listing shall be in accordance with the requirements of California Public Contract Code § 20133 *et seq.*

5.8 Subsurface Conditions.

5.8.1 FCC shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

5.8.1.1 Material that FCC believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

5.8.1.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to FCC prior to entering into the Agreement.

5.8.1.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

5.8.2 WPWMA shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the FCC's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Agreement.

5.8.3 In the event that a dispute arises between the WPWMA and FCC whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the FCC's cost of, or time required for, performance of any part of the work, FCC shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. FCC shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the Parties.

Article VI. Indemnity

6.1 FCC shall indemnify, defend and hold harmless the WPWMA Indemnitees, from and against any and all claims, arising out of or occasioned in any way by, directly or indirectly, (1) the negligence or willful misconduct of FCC, its officers, managers, employees, agents and/or subcontractors in performing services under this Agreement; and/or (2) the material failure of FCC, its officers, employees, agents and/or subcontractors to comply in all respects with the provisions of this Agreement, Applicable Laws (including, without limitation, the Environmental Laws and public contract and prevailing wage laws) and regulations, and/or applicable permits and licenses.

6.2 The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by the negligence of others, including that of any of the WPWMA Indemnitees; provided, however, that this indemnity does not extend to claims to the extent that they are caused by the active negligence of any of the WPWMA Indemnitees, or are caused by the intentional misconduct of or breach of contract by any of the WPWMA Indemnitees, or where strict liability is imposed by law upon the WPWMA in the absence of any material fault of FCC.

6.3 Upon the occurrence of any claim, FCC, at FCC's sole cost and expense, shall defend each and all of the WPWMA Indemnitees, provided, however, that in the event the named parties to any such claim (including any impleaded parties) include both FCC and the WPWMA, and if the WPWMA Indemnitees shall have one or more legal defenses available to any of them which are in direct conflict with the best interests of FCC and which therefor preclude the same counsel from representing the WPWMA Indemnitees and FCC jointly after taking into account the obligations of FCC herein for the benefit of the WPWMA, then the WPWMA Indemnitees shall have the right to select separate counsel, with the consent of FCC which will not be withheld unreasonably, at the sole cost and expense of FCC to pursue such legal defenses and to otherwise participate in the defense of such action on behalf of the WPWMA Indemnitees to the extent that joint representation of the WPWMA Indemnitees and FCC is not permissible because of conflicts of interest between the WPWMA Indemnitees and FCC.

6.4 FCC's duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement, so long as the event upon which such claim is predicated occurred prior to such expiration or termination.

6.5 NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, NEITHER WPWMA NOR FCC SHALL BE LIABLE UNDER THIS AGREEMENT OR UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT

MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, USE, OPPORTUNITY, REVENUES, FINANCING, BONDING CAPACITY, OR BUSINESS INTERRUPTIONS, OR DAMAGES.

Article VII. Insurance

FCC, at FCC's sole cost and expense, shall procure from an insurance company or companies admitted to do business in the State of California and subject to the regulation of the California Insurance Commissioner and shall maintain in force at all times during the Term the following types and amounts of insurance.

7.1 Workers' Compensation and Employer's Liability. FCC shall maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. FCC shall maintain Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or disease (limits may be arranged through any combination of underlying and excess or umbrella policies).

7.2 General Liability and Automobile Liability. FCC shall maintain comprehensive Commercial General Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, FCC's performance of, or its failure to perform, services under this Agreement (limits may be arranged through any combination of underlying and excess or umbrella policies).

The insurance required by this subsection shall include:

- a) Premises Operations (including X, C and U coverages);
- b) Independent Contractor's Protective;
- c) Products and Completed Operations, protecting against possible liability resulting from use of Recyclable Materials by another person;
- d) Personal Injury Liability with Employment Exclusion deleted;
- e) Broad Form Blanket Contractual, with no exclusions for bodily injury, personal injury or property damage; and
- f) Broad Form Property Damage, including Completed Operations.

FCC shall also maintain Automobile Liability Insurance for each of FCC's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount of One Million Dollars (\$1,000,000) combined single limit per occurrence (limits may be arranged through any combination of underlying and excess or umbrella policies).

The Commercial General Liability and Automobile Liability insurance required by Section 7.2 shall be written on an "occurrence" (not an "accident"), rather than a "claims made" basis if such coverage is readily obtainable for a commercially reasonable premium. Any excess or umbrella policies shall be on a "following form" basis. The policy may not contain a deductible or self-insured retention of more than Ten Thousand Dollars (\$10,000.00) per occurrence or more than Fifty Thousand Dollars (\$50,000) annual aggregate without prior written approval of the WPWMA. The existence of a self-insured retention or deductible shall not affect FCC's duty to defend and indemnify the WPWMA under Article 6 as to claims below the self-insured retention or deductible level.

7.3 Pollution Liability. FCC shall purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of Two Million Dollars (\$2,000,000) covering liability arising from the sudden and accidental release of pollution on the Facility Site (limits may be arranged through any combination of underlying and excess or umbrella policies).

7.4 Physical Damage. FCC shall maintain comprehensive (fire, theft and collision) Physical Damage insurance covering the vehicles and the machinery and equipment that is owned by FCC and used in providing service to the WPWMA under this Agreement, with a deductible or self-insured retention of not greater than Fifty Thousand Dollars (\$50,000).

All insurance policies required herein shall be issued by an insurance company or companies admitted to do business in the State of California, subject to regulation by the California Insurance Commissioner and with a rating in the most recent edition of Best's Insurance Reports of size category XV or larger, and a rating classification of A or better, except that the Pollution Liability policy may be issued by a company rated A-IX.

7.5 Required Endorsements.

7.5.1 Worker's Compensation and Physical Damage policies shall contain endorsements insubstantially the following form:

- a) "Thirty (30) days prior written notice shall be given to the WPWMA in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Western Placer Waste Management
Authority c/o Executive Director
c/o Risk Manager
Risk Management Division 11491 B
Avenue
Auburn, CA 95603"

- b) "Insurer waives all right of subrogation against the WPWMA and its officers and employees for losses arising from work performed for the WPWMA."

7.5.2 The Comprehensive General Liability policy shall contain endorsements in substantially the following form:

- a) "Thirty (30) days prior written notice shall be given to the WPWMA in the event of cancellation, reduction of coverage, or non-renewal of this policy. Such notice shall be sent to:

Western Placer Waste Management
Authority c/o Executive Director
c/o Risk Manager
Risk Management Division 11491 B
Avenue
Auburn, CA 95603"
- b) "The WPWMA, its officers, employees, and agents are additional insureds on this policy."
- c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the WPWMA, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."
- d) "Inclusion of the WPWMA as an insured shall not affect the WPWMA's rights as respects any claim, demand, suit or judgment brought or recovered against FCC. This policy shall protect FCC and the WPWMA in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the company's liability as set forth in the policy beyond the amount shown or to which the company would have been liable if only one party had been named as an insured."

7.6 Delivery of Proof of Coverage. No later than thirty (30) days after the execution of this Agreement by the Parties, FCC shall furnish the WPWMA a certificate for each policy of insurance required under this Article 7 in form and substance satisfactory to the WPWMA. Each such certificate shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements. If the WPWMA requests, copies of each policy, together with all endorsements, shall also be promptly delivered to the WPWMA:

FCC shall furnish renewal certificates to the WPWMA to demonstrate maintenance of the required coverages until final completion and acceptance by the WPWMA of the Facility Expansion.

Furnishing of evidence of required insurance being in force is a condition to FCC's entitlement to payment.

7.7 Other Insurance Requirements. In the event any services are delegated to a subcontractor, FCC shall require all such subcontractors to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The liability insurance required herein shall cover FCC's liability for acts of its subcontractors or each subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Article 7.

FCC shall comply with all requirements of the insurers issuing policies and shall require its subcontractors to do so. The carrying of insurance shall not relieve FCC from any obligation under this Agreement, including those imposed by this Article 7. If any Claim is made by any third Person against FCC or any subcontractor on account of any occurrence related to this Agreement, FCC, shall promptly report the facts in writing to the insurance carrier and to the WPWMA. If FCC fails to procure and maintain any insurance required by this Agreement, the WPWMA may take out and maintain, at FCC's expense, such insurance as it may deem proper and deduct the cost thereof from any monies due FCC.

If requested by the WPWMA, the Comprehensive General Liability policy shall be promptly, and at no cost to the WPWMA, amended by endorsement to add the trustee of any bonds, which were issued by the WPWMA to finance the construction of the Facility Expansion, as an additional insured.

Article VIII. Construction Documents

FCC shall prepare, for review by the WPWMA, drawings and specifications (Construction Documents) with a level of detail reasonably acceptable to the WPWMA for the Facility Expansion. The Construction Documents shall reflect the entire Facility Expansion, inclusive of all phases of construction if a phased construction approach is identified by FCC. All drawings shall be prepared using AutoCAD. Specifications shall be prepared in Microsoft Word.

FCC shall prepare a Construction Documents package that fully develops the documents specified in Exhibit B and includes those documents reasonably necessary thereto. The Construction Documents, once approved by the WPMWA, shall be deemed a part of the Agreement.

Article IX. Permits and Approvals

9.1 Building and grading permits and/or approvals will be required from the Placer County Building, Planning, Environmental Health, and Public Works departments, utility providers and local fire authority.

9.2 FCC shall be responsible for preparation and submittal for all building and grading permits and approvals, meeting with the agencies prior to permit submittal, coordination during the permit review process, addressing permit review comments and securing all necessary permits and approvals.

9.3 FCC shall take the lead in this task and provide all coordination as necessary to secure all necessary building and grading permits and approvals.

9.4 All applicable fees for plan check, inspection, permits, utility connections and other miscellaneous fees shall be paid for by FCC:

Article X. Construction Management

10.1 FCC shall provide construction management services during construction of the Facility Expansion. These services will encompass serving as the primary representative

to all construction contractor(s) and with regard to activities at the construction site, interpretation of the requirements of the Construction Documents, assessing the acceptability of the construction contractor's work, managing the construction program and evaluating any construction contractor's claims. FCC will take specific steps to schedule and coordinate the work of the construction contractor(s) to minimize the potential for delay and damage claims associated with delay, interference or acceleration. FCC will serve as "Owner's Representative," "Engineer" or "Architect". FCC shall not be authorized to approve changes from the approved Construction Documents or to approve change orders without the express written consent of the WPWMA, which may for minor changes having no impact to the Contract Sum or Project Schedule be approved by the Authority's Executive Director or designee in a signed writing. Upon request for approval of such a minor change, the Authority shall respond within one (1) working day.

10.2 FCC shall plan, schedule, coordinate, attend and participate in periodic construction progress meetings to be held at the project site throughout the construction period. These meetings will be attended by FCC's Project Manager and appropriate field personnel, WPWMA staff, and the construction contractor(s). The purpose of these meetings is to inspect the site, monitor the schedule, and to discuss and resolve any problems or pending changes. WPWMA assumes that a meeting will be necessary once every two weeks for the first two months and once per week thereafter for the remainder of the project. FCC shall prepare an agenda for each meeting and take and distribute minutes of each meeting to each of the participants of the meetings.

10.3 FCC shall take all steps necessary to coordinate the work of the construction contractor(s) to minimize interference with their work, delay to the project, and claims against FCC or the WPWMA for damage arising from delay, impaired efficiency or acceleration of the project.

10.4 FCC shall develop an overall schedule for construction of the Facility Expansion that indicates all milestones and the completion date of the project. FCC shall immediately advise and consult with WPWMA should it appear that the work by any of the construction contractors threatens to delay or otherwise impede completion of the Facility Expansion.

10.5 FCC shall regularly monitor each construction contractors' progress for conformance to the construction schedule requirements. FCC shall identify potential variances between the scheduled and probable completion dates.

10.6 FCC shall develop and implement an effective system of project cost control, which will track change orders, progress payments, etc. On a monthly basis, FCC shall submit reports to the WPWMA comparing actual costs against budgeted costs.

10.7 FCC shall establish and implement a procedure for the review, processing and payment of applications by construction contractors for progress payment and final payment. Based on FCC's on-site observations and on review of the construction contractor's applications for payment, certified payroll and the accompanying data and schedules, FCC shall determine the amounts that FCC recommends the construction contractors be paid.

10.8 FCC shall issue necessary clarifications and interpretations of the Construction Documents in response to requests by the construction contractors, with reasonable

promptness. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Construction Documents. FCC shall maintain a computerized log of requests for clarifications by date of request and response.

10.9 FCC shall perform the evaluation and administration of all contract changes. If a change in the approved design is suggested by a construction contractor, or involves changes in site conditions, FCC shall review its merit, prepare an independent cost estimate, review applicable drawings and specifications, estimate the additional performance time required if the change order is issued and either reject the suggestion or forward it with the technical review summary and recommendation to the WPWMA for consideration. If approved by the WPWMA, FCC shall prepare the scope, negotiate the cost with the construction contractor, and process the change order. FCC shall provide copies of all fully executed change orders to the WPWMA.

10.10 Subject to Article 13, if the WPWMA requests a change in the approved design excluding the MSW, C&D, and Compost equipment, or if FCC recommends a change on which WPWMA concurs, FCC shall request a proposal from the construction contractor for performing the contemplated change, and will then prepare an independent cost estimate, review applicable drawings and specifications, estimate the additional performance time required if the change order is issued, review the proposal and again make a recommendation to the WPWMA. If approved by the WPWMA, FCC shall prepare the scope, negotiate the cost with the construction contractor, and process the change order. FCC shall provide copies of all fully executed change orders to the WPWMA.

10.11 FCC shall review and approve (or take other appropriate action in respect of) the construction contractors' submittals, including but not limited to shop drawings, product data and product samples. FCC's review shall be for conformance with Construction Documents and compatibility with the design concept of the project.

10.12 FCC shall supervise the work of all its on-site field personnel. Field personnel will provide day-to-day on-the-job observation of the work, including on-site inspection and inspection of off-site equipment and materials as required by the Construction Documents. Field personnel shall monitor the construction contractors' performance from the perspective of quality, cost and schedule and shall enforce the requirements of the applicable Construction Documents. Daily logs and diaries of the construction contractors' construction activities shall be maintained and shall be available to the WPWMA at any time. Daily counts of all construction contractor personnel and equipment at the site shall be recorded as well as notations of abnormal occurrences and unforeseen conditions. From the daily log and diaries, FCC shall provide to the WPWMA monthly progress reports of the work. FCC shall document special situations by photographs and/or video.

10.13 FCC shall take appropriate action to prevent, or have corrected, as appropriate, any work not in conformance with the Construction Documents.

10.14 FCC shall provide for independent testing, inspections and approvals required by law or the Construction Documents. FCC will review the results of tests and manage correction by the construction contractor of testing failures.

10.15 Coordinates for proposed improvements will be based on existing control monument information provided by WPWMA. FCC shall provide to the construction contractors'

surveyors all coordinates and grades necessary for the construction of the project as described by the Construction Documents. The data will be provided on a coordinate map or a list of corresponding points.

10.16 FCC shall submit monthly written progress reports to the WPWMA showing the percentage of completion and describing work completed during the preceding month. FCC shall maintain complete up to date project files, including but not limited to, the Construction Documents, change order documentation, shop drawings, inspection reports, schedules, payment applications and computations, and deficiency lists. FCC shall keep one copy of these documents at the Facility offices and make them available for inspection by the WPWMA. FCC shall maintain a current set of drawings, incorporating additions, deletions and revisions.

10.17 FCC shall direct the checkout of utilities, operations systems, and equipment for readiness and conduct all initial start-up and testing by the construction contractors. After Facility Expansion is Substantially Complete, FCC shall prepare a "punchlist" of incomplete or unsatisfactory items and a schedule for their completion. FCC shall determine final completion and provide written notice to the WPWMA that that element of the work is ready for final inspection. FCC shall conduct a final walk-through inspection, with the WPWMA and the applicable construction contractor(s), to determine that the punchlist is completed and that all work is in accordance with the Construction Documents.

10.18 All records generated under this Article will be correlated by FCC into a Final Report of Construction that will include all inspection reports, meeting minutes, testing results, change orders, submittals, photographs and record drawings based on mark-ups provided by the construction contractor(s). As part of the Final Report of Construction, FCC will provide to the WPWMA, subject to any necessary nondisclosure requirements: (1) record drawings from marked-up prints in both electronic (AutoCAD) and hardcopy formats, (2) manufacturers' technology licenses required for the installation, use, operation and/or maintenance of the equipment installed at the Facility, (3) manufacturers' guarantees on all major equipment items, and (4) operations and maintenance manuals and any other such documents required by the Construction Documents.

10.19 Neither Party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an any Uncontrollable Circumstance. A Party claiming excuse under this Section 10.19 must (1) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (2) notify the other Party in writing pursuant to Section 18.10 within five (5) days after the occurrence of the event declaring an Uncontrollable Circumstance under this Section, specifying the nature of the event, the expected length of time that the Party expects to be prevented from performing, and the steps which the Party intends to take to restore its ability to perform. The Party claiming excuse under this Section 10.19 shall use its best efforts to remedy its inability to perform as quickly as possible. If performance by a date specified in this Agreement is excused under this Section 10.19, the date by which performance is to be required will be postponed for an amount of time equivalent to the excused delay. The preceding sentence shall not operate, however, to extend the Term. For purposes of this Agreement, "Uncontrollable Circumstances" means any a) "act of God" or event which is caused by the effect of nature or natural causes and without any direct interference by humans including landslides, lighting, fires, wildfires, storms, floods,

pestilence, freezing, earthquakes or other catastrophic events; b) epidemics or pandemics; c) explosions, sabotage, civil disturbances, acts of terrorism or a public enemy, wars, blockades, riots, strikes or lockouts by individuals who are not employed by or directed at FCC or other industrial disturbances; d) eminent domain, condemnation or other taking; e) extreme change in economic conditions not otherwise reasonably anticipated by the Parties and not reasonably avoidable by the Parties; or f) other events of a similar nature, not caused or maintained by the WPWMA or FCC, which events are not reasonably within the control of the Party claiming the excuse from its obligations due to such event, to the extent such event has a demonstrable material adverse effect on the ability of a Party to perform its obligations thereunder and which occurs at the Facility. Events which could have been reasonably foreseen and predicted or otherwise prevented by reasonable precautions shall be not be considered an Uncontrollable Circumstance. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by FCC's employees or directed at FCC, or a subcontractor, are not considered Uncontrollable Circumstances.

10.20 FCC shall ensure that the construction of the Facility Expansion does not interfere with its ability to operate the Facility under the applicable terms of the Parties' Operating Agreement. FCC and WPWMA shall reasonably coordinate scheduling and other matters to ensure that each Party can meet its obligations prior to Substantial Completion of the Facility Expansion under the Operating Agreement.

10.21 WPWMA recognizes that, during the Term of this Agreement, there may be changes in Federal, State or local laws or regulations. In the event that such an unanticipated event occurs and FCC believes the change could unavoidably, directly and materially increase Contractor's cost of performing services under this Agreement, Contractor shall submit a change order in accordance with Article 13. WPWMA may likewise notify FCC if it believes changed circumstances could directly and materially decrease the Contractor's cost of performing services.

Article XI. Financing and Ownership of Improvements

Title to the Work, including improvements and equipment incorporated therein, shall pass from FCC to the WPWMA upon payment as set forth in Article XV and risk of loss relating thereto shall pass to WPWMA upon installation.

Article XII. Labor Compliance

12.1 Prevailing Wages. FCC is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, FCC agrees to fully comply with such Prevailing Wage Laws. WPWMA shall provide FCC with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement upon request. FCC shall make copies of the prevailing rates of per diem wages for each craft, classification

or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at FCC's principal place of business and at the project site. FCC shall defend, indemnify and hold the WPWMA, its officials, officers, employees and agents free and harmless from any claim or liability arising out of FCC's failure to comply with the Prevailing Wage Laws as it relates to this Agreement.

12.2 Apprenticeable Crafts. When FCC employs workmen in an apprenticeable craft or trade, FCC shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with FCC.

12.3 Hours of Work. FCC is advised that eight (8) hours labor constitutes a legal day's work.

12.4 Payroll Records. FCC and each subcontractor shall keep an accurate payroll 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 him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of FCC in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, FCC shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such FCC must comply with this section. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on FCC. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

12.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

12.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be FCC's sole responsibility to evaluate and pay the cost of complying with all labor compliance

requirements under this Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against FCC or any subcontractor that affect FCC's performance of Work, including any delay, shall be FCC's sole responsibility, except to the extent caused by an Uncontrollable Circumstance. Any delay arising out of or resulting from such stop orders shall be considered FCC caused delay subject to any applicable liquidated damages and shall not be compensable by the WPWMA.

Article XIII. Changes and Time Extension

13.1 General.

13.1.1 Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 13 and elsewhere in the Agreement.

13.1.2 A Change Order shall be based upon agreement among WPWMA and FCC. A Construction Change Directive requires WPWMA direction and may or may not be agreed to by FCC. An order for a minor change in the Work may be issued by the WPWMA alone, subject to Section 10.1.

13.1.3 Changes in the Work shall be performed under applicable provisions of the Agreement. FCC shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

13.2 Change Orders.

13.2.1 A Change Order is a written instrument prepared by WPWMA and signed by the WPWMA and FCC stating their agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

13.2.2 To the extent FCC believes certain changes to the Work, Contract Time, or Contract Sum are required by law or to the Agreement, FCC shall within fifteen (15) days after it becomes aware of occurrence giving rise to its entitlement to such relief provide WPWMA with a proposed change order setting forth with specificity the legal and factual basis for such relief ("Proposed Change Order"). WPWMA shall provide a written response to the Proposed Change Order within a reasonable period of time after receipt of the change order not to exceed thirty (30) days.

13.3 Construction Change Directives.

13.3.1 A Construction Change Directive is a written order prepared by WPWMA and signed by WPWMA, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. WPWMA may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

13.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

13.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Agreement or subsequently agreed upon;
3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. As provided in Section 13.3.4.

13.3.4 If FCC does not respond promptly or disagrees with the method for adjustment in the Contract Sum, WPWMA shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 13.3.3.3, FCC shall keep and present, in such form as WPWMA may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 13.3.4 shall include only the following:

1. Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by WPWMA;
2. Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from FCC or others;
4. Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

5. Costs of supervision and field office personnel directly attributable to the change.

13.3.5 If FCC disagrees with the adjustment in the Contract Time, FCC may make a Claim in accordance with applicable provisions of Article 14.

13.3.6 Upon receipt of a Construction Change Directive, FCC shall promptly proceed with the change in the Work involved and advise WPWMA of FCC's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

13.3.7 A Construction Change Directive signed by FCC indicates FCC's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

13.3.8 The amount of credit to be allowed by FCC to WPWMA for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by WPWMA. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

13.3.9 Pending final determination of the total cost of a Construction Change Directive to WPWMA, FCC may request payment for Work completed under the Construction Change Directive in Applications for Payment. WPWMA will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that WPWMA determines, in WPWMA's judgment, to be reasonably justified. WPWMA's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 14.

13.3.10 When WPWMA and FCC agree with a determination made by WPWMA concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and WPWMA will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

13.4 Minor Changes in the Work. WPWMA may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. WPWMA's order for minor changes shall be in writing. If FCC believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, FCC shall notify WPWMA and shall not proceed to implement the change in the Work. If FCC performs the Work set forth in WPWMA's order for a minor change without prior notice to WPWMA that such change will affect the Contract Sum or Contract Time, FCC waives any adjustment to the Contract Sum or extension of the Contract Time.

13.5 Delays and Extensions of Time.

13.5.1 If FCC is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of WPWMA or an employee of WPWMA; (2) by changes ordered in the Work; (3) by Uncontrollable Circumstances; (4) by delay authorized by WPWMA; or (5) by other causes that FCC asserts, and WPWMA determines, justify delay, then FCC shall be entitled to an extension to the Contract Time, and the Contract Time shall be extended in an amount equal to the delay caused in such manner.

13.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

13.3.3 This Section 13.3 does not preclude recovery of damages for delay by either party under other provisions of the Agreement.

13.6 Definitions. Terms not defined in this Article 13 that are capitalized shall have the same meaning as set forth in American Institute of Architects Document A201 – 2017 unless otherwise defined by this Agreement herein.

13.7 Deadline and Waiver. FCC shall submit a written request for a proposed Change Order promptly and no later than fifteen (15) Days after it becomes aware of the start of occurrence giving rise to an entitlement to such relief as condition precedent to any right it may have to seek such under this Agreement and failure to comply with such requirements shall be deemed a waiver of its right to seek such relief at law or equity.

Article IV. Claims

14.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

14.2 Claims. For purposes of this Article 14, “Claim” means a separate demand by FCC, after a change order duly requested in accordance with the terms of this Agreement has been denied by the WPWMA, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of FCC pursuant to the Agreement, or (C) an amount the payment of which is disputed by the WPWMA. A “Claim” does not include any demand for payment for which FCC has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Agreement. Claims governed by this Article may not be filed unless and until FCC completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and FCC’s request for a change has been denied in whole or in part.

Claims governed by this Section must be filed no later than thirty (30) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the WPWMA and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

14.3 Supporting Documentation. The FCC shall submit all claims, in the following format:

14.3.1 Summary of claim merit and price, reference Agreement provisions pursuant to which the claim is made;

14.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

14.3.3 Chronology of events and correspondence

14.3.4 Analysis of claim merit

14.3.5 Analysis of claim cost

14.3.6 Time impact analysis in CPM format

14.3.7 If FCC's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, FCC shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

14.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

14.4 WPWMA's Response. Upon receipt of a claim pursuant to this Article, WPWMA shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide FCC a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

14.4.1 If WPWMA needs approval from its governing body to provide FCC a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, WPWMA shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide FCC a written statement identifying the disputed portion and the undisputed portion.

14.4.2 Within 30 days of receipt of a claim, WPWMA may request in writing additional documentation supporting the claim or relating to defenses or claims WPWMA may have against FCC. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of WPWMA and FCC.

14.4.3 WPWMA's written response to the claim, as further documented, shall be submitted to FCC within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by FCC in producing the additional information or requested documentation, whichever is greater.

14.5 Meet and Confer. If FCC disputes WPWMA's written response, or WPWMA fails to respond within the time prescribed, FCC may so notify WPWMA, in writing, either within 15 days of receipt of WPWMA's response or within 15 days of WPWMA's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, WPWMA shall schedule a meet and confer conference within 30 days for settlement of the dispute.

14.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, WPWMA shall provide FCC a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after WPWMA issues its written statement. Any disputed portion of the claim, as identified by FCC in writing, shall be submitted to nonbinding mediation, with WPWMA and FCC sharing the associated costs equally. WPWMA and FCC shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

14.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

14.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

14.6.3 Unless otherwise agreed to by WPWMA and FCC in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

14.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, FCC must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time FCC submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

14.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims for \$375,000 or less:

14.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

14.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

14.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be

experienced in construction law, and (B) any party requesting a trial de novo of an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

14.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, FCC must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the WPWMA. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by FCC. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, FCC shall be barred from bringing and maintaining a valid lawsuit against the WPWMA. A Government Code claim must be filed no earlier than the date the work is completed or the date FCC last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

14.10 Non-Waiver. WPWMA's failure to respond to a claim from FCC within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety. WPWMA's failure to respond shall not waive WPWMA's rights to any subsequent procedures for the resolution of disputed claims.

Article XV. Payment

15.1 Payment of Compensation. WPWMA will pay FCC on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, FCC shall submit to the WPWMA an itemized application for payment in the format supplied by the WPWMA indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Agreement and such other documentation as the WPWMA may reasonably require. FCC shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

15.2 Prompt Payment. WPWMA shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code; however, WPWMA shall pay all valid progress payments within no later than fifteen (15) days of receipt of a valid application for payment. However, no progress payments will be made for Work not completed in accordance with this Agreement. FCC shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

15.3 Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the WPWMA, and the remainder will be paid to FCC. All

retention shall be released and paid to FCC and subcontractors pursuant to California Public Contract Code Section 7107 and within forty (40) days of completion of the Work. FCC shall give WPWMA reasonable and no less than fifteen (15) days prior written notice that the Work will be ready for acceptance, such that the WPWMA may convene its legislative body to accept the Work concurrently with the time the Work becomes ready for acceptance.

15.4 Risk of Loss/Title to Work. Title to Work for which such payments are made shall pass to the WPWMA at the time of payment, and risk of loss relating thereto shall pass to WPWMA at time of installation. To the extent FCC has been paid the full Contract Sum, such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. FCC promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items, to the extent FCC has been paid the full Contract Sum.

15.5 Other Retentions. In addition to Agreement retentions, the WPWMA may deduct from each progress payment an amount necessary to protect WPWMA from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment, to the extent required by Section 3.3; (2) any sums expended by the WPWMA in performing any of FCC's obligations under the Agreement which FCC has materially failed to perform in accordance with this Agreement, but only to the extent WPWMA expended such sums after providing FCC written notice and a reasonable opportunity to cure; (3) stop notices as allowed by state law; and (4) any other sums which WPWMA is entitled to recover from FCC under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the WPWMA to deduct any of these sums from a progress payment shall not constitute a waiver of the WPWMA's right to such sums.

15.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the WPWMA will permit the substitution of securities for any monies withheld by the WPWMA to ensure performance under the Agreement. At the request and expense of FCC, securities equivalent to the amount withheld shall be deposited with the WPWMA, or with a state or federally chartered bank in California as the escrow agent, and thereafter the WPWMA shall then pay such monies to FCC as they come due. Upon satisfactory completion of the Agreement, the securities shall be returned to FCC. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the WPWMA has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Agreement. FCC shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the WPWMA.

15.7 Labor and Material Releases. FCC shall furnish WPWMA with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Agreement prior to final payment by WPWMA.

15.8 Schedule of Values. FCC represents and warrants that the following schedule of values is a fair and accurate representation of the milestones for measuring anticipated progress of the Work, illustrating the anticipated payment schedule. Notwithstanding Section 15.1, the first three events noted below shall be payable within three business days of execution of this Agreement:

Event	Estimated Date	Description	Value	Payment to FCC	Retention
SCS contract Signature	4/18/2022	SCS	\$1,134,650.80	\$1,077,918.26	\$56,732.54
Contract signed	4/19/2022	C&D EQUIPMENT	\$6,609,837.11	\$6,279,345.25	\$330,491.86
Contract signed	4/20/2022	MSW EQUIPMENT	\$22,577,352.04	\$21,448,484.44	\$1,128,867.60
Final drawing projects (Design Development Phase)	7/25/2022	SCS	\$907,720.64	\$862,334.61	\$45,386.03
C&D VD Equipment final design	8/31/2022	C&D EQUIPMENT	\$1,652,459.28	\$1,569,836.31	\$82,622.96
GC RFP and negotiations (Bid and negotiations GC Phase)	9/5/2022	SCS	\$907,720.64	\$862,334.61	\$45,386.03
Purchase compost equipment	9/6/2022	GC	\$6,884,003.37	\$6,539,803.20	\$344,200.17
Groundbreak	9/6/2022	GC	\$1,032,600.50	\$980,970.48	\$51,630.03
MSW VD Equipment final design	9/15/2022	MSW EQUIPMENT	\$5,607,572.50	\$5,327,193.87	\$280,378.62
Environmental permit SCS	10/3/2022	SCS	\$907,720.64	\$862,334.61	\$45,386.03
Earth movement and clean North compost area	10/4/2022	GC	\$5,507,202.69	\$5,231,842.56	\$275,360.13
Concrete Pad for C&D	10/25/2022	GC	\$1,376,800.67	\$1,307,960.64	\$68,840.03
Demo of maintenance building	10/25/2022	GC	\$344,200.17	\$326,990.16	\$17,210.01
Compost works for Greenwaste	11/15/2022	GC	\$1,032,600.50	\$980,970.48	\$51,630.03
C&D VD Equipment fabrication and shipment first	1/1/2023	C&D EQUIPMENT	\$4,131,148.19	\$3,924,590.78	\$206,557.41
Installation of C&D Canopy	2/27/2023	GC	\$6,539,803.20	\$6,212,813.04	\$326,990.16
Installation of new maintenance building	2/28/2023	GC	\$1,032,600.50	\$980,970.48	\$51,630.03
Shipment 1/3 containers	3/15/2023	C&D EQUIPMENT	\$4,131,148.19	\$3,924,590.78	\$206,557.41
MSW Demolition	3/20/2023	GC	\$3,097,801.51	\$2,942,911.44	\$154,890.08
Shipment before to the last container	4/15/2023	C&D EQUIPMENT	\$2,065,574.09	\$1,962,295.39	\$103,278.70
Canopies installation MSW	5/22/2023	GC	\$1,032,600.50	\$980,970.48	\$51,630.03
MSW Equipment fabrication and shipment First container	8/15/2023	MSW EQUIPMENT	\$14,018,931.24	\$13,317,984.67	\$700,946.56
C&D Installation	11/16/2023	C&D EQUIPMENT	\$1,032,787.05	\$981,147.70	\$51,639.35
C&D Commissioning Plan	12/1/2023	C&D EQUIPMENT	\$1,032,787.05	\$981,147.70	\$51,639.35
Shipment 1/3 containers	1/15/2024	MSW EQUIPMENT	\$14,018,931.24	\$13,317,984.67	\$700,946.56
Old C&D plant demolition	2/19/2024	GC	\$688,400.34	\$653,980.32	\$34,420.02
Shipment before to the last container	4/15/2024	MSW EQUIPMENT	\$7,009,465.62	\$6,658,992.34	\$350,473.28
Install GORE system	5/27/2024	GC	\$2,062,965.46	\$1,959,817.19	\$103,148.27
MSW installation	11/1/2024	MSW EQUIPMENT	\$1,294,810.99	\$1,230,070.44	\$64,740.55
Construction Administration and Commissioning	12/1/2024		\$294,987.56	\$280,238.18	\$14,749.38
Retention Paid Out 40 Days After Completion	1/10/2025			\$5,998,359.22	
		Total	\$119,967,184.31	\$119,967,184.31	\$5,998,359.22

15.9 If WPWMA fails to make any payment due under this Agreement for a period exceeding ninety (90) days, in addition to any remedies available under this Agreement or at law, WPWMA shall assign accounts receivables as described in this Section 15.9 from the flow commitments of the Member Agencies or any other entity delivering material to the Facility pursuant to a flow commitment agreement, to FCC upon written demand. FCC shall be paid directly by all such entities unless and until the until all delayed invoices are paid in full according to the payment schedule, for the purpose of continuing to pay, directly or indirectly, for the construction of the Facility. Additionally, if WPWMA has not proven to have secured financing sufficient to pay the entire Contract Sum under this Agreement within twelve (12) months of the execution of this Agreement, FCC may obtain financing to fund the remaining balance of the Contract Sum or assist WPWMA in doing so. All such financing shall be at commercially reasonable terms at market interest and coterminous with the initial term of the certain Operating Agreement and the Landfill Operating Agreement. In addition, such financing shall be subject to WPWMA's prior review and written approval, which shall not be unreasonably withheld. To fund such financing, WPWMA shall assign the portion of the accounts receivables from the flow commitments

of the Member Agencies or any other entity delivering material to the Facility pursuant to a flow commitment agreement, to FCC, or the entity FCC designates, necessary to retire the Project's financing. During such time period, WPWMA shall have no obligation to make any payments required by Article XV to the extent financed by FCC, or the entity FCC designates. However, such assignment shall not affect WPWMA's obligation to pay those operating fees required to be paid by WPWMA in accordance with those certain Operating Agreement and the Landfill Operating Agreement. In either of the events set forth in this Section 15.9, FCC shall also maintain the exclusive right to operate the entire Facility in accordance with and subject to those certain Operating Agreement and Landfill Operating Agreement governing the operation of the Facility and Landfill during such time period. This Section 15.9 shall be deleted and of no further force or effect upon WPWMA's closing of any financing sufficient to fund the Work, including any WPWMA financing to obtained to refinance or prepay FCC's financing. FCC shall further agree to any reasonable amendments to this section necessary for WPWMA to obtain and close such financing.

Article XVI. Bond Requirements

16.1 Payment Bond. FCC shall execute and provide to WPWMA, but only to the extent requested and paid for by WPWMA a Payment Bond in an amount required by WPWMA and in the form set forth in Exhibit A or such other form reasonably acceptable to WPWMA.

16.2 Performance Bond. FCC shall execute and provide to WPWMA, but only to the extent requested and paid for by WPWMA, a Performance Bond in an amount required by WPWMA in the form set forth in Exhibit A or such other form reasonably acceptable to WPWMA.

16.3 Bond Provisions. Should, in WPWMA's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, FCC shall renew or replace the effected bond within (ten) 10 days of receiving notice from WPWMA, at WPWMA's sole expense. In the event the surety or FCC intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the WPWMA, and FCC shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds, at WPWMA's sole expense. To the extent, if any, that the Contract Sum is increased in accordance with the Contract, FCC shall, upon request of WPWMA, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the WPWMA. If FCC fails to furnish any required bond, the WPWMA may terminate the Agreement for cause.

16.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the WPWMA.

16.5 Warranties and Representations. FCC is subject to all federal, state, and local conflict of interest laws, regulations and policies applicable to public contracts and

procurement practices, including but not limited to California Government Code section 1090 et seq. and section 81000 et seq. If FCC violates any conflict of interest law or any provision of this Section 16.5, the violation shall be grounds for immediate termination of this Agreement. FCC further warrants that the price and terms of any bonds set forth in this Section are commercially reasonable, and FCC has no business or similar relationship or arrangement with the surety except as surety and principal. FCC shall not receive any discount, reduction in price, or compensation from the surety that is not credited towards WPWMA.

Article XVII. WARRANTY

FCC warrants all Work under the Agreement to be of good quality and performed in a good and workmanlike manner free from faulty material workmanship. FCC's warranty excludes remedy for damage from any defective work or defect caused by abuse, alterations to the Work not executed by the FCC, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. FCC agrees that for a period of one year (in any transferable guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final completion, FCC shall within thirty (30) days after being notified in writing by the WPWMA of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. FCC shall act sooner as requested by the WPWMA in response to an emergency to the extent reasonably possible. In addition, FCC shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, FCC's obligation hereunder to correct defective Work shall be reinstated for (1) the remaining warranty period; or (2) an additional 60 day period, commencing with the date of acceptance of such corrected Work, whichever is sooner. FCC shall perform such tests as the WPWMA may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, excluding the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of FCC. All express warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, to the extent transferable, are deemed to be obtained by FCC for the benefit of the WPWMA, regardless of whether or not such warranties and guarantees have been transferred or assigned to the WPWMA by separate agreement and FCC agrees to enforce such warranties and guarantees, if necessary, on behalf of the WPWMA. In the event that FCC fails to perform its obligations under this Article, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the WPWMA, the WPWMA shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at FCC's sole expense. The express warranties set forth above are in lieu of and supersede all other warranties whether expressed or implied, oral or statutory, including without limitation any warranty against defects or of merchantability or fitness for particular purpose, any obligation, liability, right, claim, or remedy in contract or tort.

For the avoidance of doubt, such express warranties set forth above are not in lieu of and do not supersede any remedies including by way of illustration and not by limitation those actions described in section 337.15 of the California Code of Civil Procedure.

Article XVII. Miscellaneous

18.1 It is understood and agreed that in no instance is any person, signing this Agreement for or on behalf of WPWMA or acting as an employee or representative of WPWMA, liable on this Agreement, or upon any warranty of authority, or otherwise.

18.2 FCC shall not assign any portion of the Agreement, and may subcontract portions of the Agreement only in compliance with the Subcontractor Listing requirements of California Public Contracting Code §20133 *et seq.* Notwithstanding the foregoing, FCC may assign any portion of the Contract Documents to a limited liability company or corporation formed to conduct business in California and wholly owned by Contractor.

18.3 The Contract Sum includes all allowances (if any).

18.4 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, FCC and subcontractors, if any, irrevocably offer and agree to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time WPWMA tenders final payment to FCC, without further acknowledgment by the Parties.

18.5 This Agreement is executed in the County of Placer and is intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings regarding this agreement initially shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives and federal court removal and/or original jurisdiction rights it may have.

18.6 WPWMA shall have the right to timely and fully review all phases of FCC's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Agreement. Such review, approval and other action shall not relieve FCC of its responsibility for a complete design complying with the requirements of the Agreement; but rather, such review shall be in furtherance of WPWMA's monitoring and accepting the design as developed and issued by FCC, consistent with these Agreement. FCC's responsibility to design and construct the Facility Expansion in conformance with the Agreement shall be absolute.

18.7 By entering into this Agreement, FCC accepts and agrees to the terms and conditions of Insurance and Indemnification stipulated in in this Agreement.

18.8 Interpretation.

18.8.1 The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has

the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Agreement.

18.8.2 In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

18.9 This Agreement supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

18.10 All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties, at the address below or be deposited in the United States mail, first class postage prepaid (certified mail, return receipt requested), addressed as follows:

If to the WPWMA:

Western Placer Waste Management Authority c/o Risk Manager
Risk Management Division 11491 B Avenue
Auburn, CA 95603
All other matters, operations, contracts, etc.:
Western Placer Waste Management Authority c/o Executive Director
3013 Fiddymont Road
Roseville, CA 95747

If to FCC:

FCC Environmental Services, LLC
Attn: Dan Brazil, Vice President of Operations
10077 Grogans Mill Rd, Suite 466;
The Woodlands, Texas 77380

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereinabove named, on the day and year first herein written.

FCC Environmental Services, LLC

(If a Corporation, two signatures are required unless corporate authorization of a singular signature is provided.)

Dated this _____ day of _____, 2022

NAME

TITLE

WPWMA

Chair

Western Placer Waste Management Authority

APPROVED AS TO FORM BY:

WPWMA COUNSEL

Exhibit A
Bonds

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Western Placer Waste Management Authority (hereinafter referred to as "WPWMA") has awarded to FCC Environmental Services, LLC, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Agreement for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the WPWMA in the sum of _____ DOLLARS, (\$_____), said sum being not less than _____(____%) of the total amount of the Agreement, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the WPWMA, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by WPWMA, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the WPWMA from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the WPWMA's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the WPWMA to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the WPWMA's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the WPWMA, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the WPWMA under the Contract Documents and any modification thereto, less any amount previously paid by the WPWMA to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the WPWMA to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the WPWMA under the Contract Documents and any modification thereto, less any amount previously paid by the WPWMA to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the WPWMA may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the WPWMA, when declaring the Contractor in default, notifies Surety of the WPWMA's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Western Placer Waste Management Authority (hereinafter designated as the "WPWMA"), by action taken or a resolution passed _____, 20____ has awarded to FCC Environmental Services, LLC hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Agreement for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the WPWMA in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such

bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or WPWMA and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Exhibit B Scope of Work

Scope of Work

Based on the contract for the 30% design, FCC presented a response to the proposal with the design of the expansion of the Facility. FCC will finalize that expansion based on the design proposed to WPWMA on September 24, 2022. FCC shall prepare, preliminary design documents consisting of drawings, calculations, and other necessary documents to determine, describe and determine the value of the extent and the character of the proposed project. The documents shall identify the site layout, grading and drainage, architectural, structural, electrical, materials, and such other elements as may be appropriate. The drawings to develop will include

- Site Plan
- Grading and Drainage Plan
- Site Utility Plan
- Building Layout and Building Floor Plans
- Equipment List
- Equipment General Arrangement Plan
- Waste Receipt and Processing Flow Diagram(s)
- Floor Plans
- Building Elevations
- Foundation Plan
- Typical Sections and Details
- Electrical Schematics
- Traffic and vehicular operations flow diagram

FCC shall prepare a detailed cost estimate of the expansion of the Facility inclusive of all construction related costs necessary to provide a complete in place and functioning Facility. FCC shall provide a detailed list of the type, manufacturer, model number and any related pertinent information necessary for the WPWMA to clearly understand the intentions of the functioning Facility.

FCC shall prepare a list of existing WPWMA facilities, their condition, and detail regarding which facilities will be kept as is, replaced, repurposed, etc. FCC shall also estimate the costs or savings associated with the removal, replacement, or repurposing of each individual facility.

FCC will confer with WPWMA to determine if any elements of the FCC's proposed design materially deviate from the scope of the projects analyzed in the Environmental Impact Reports ("EIR(s)") covering the development and operation of the Facility including the WPWMA's current Waste Action Plan EIR.

FCC shall perform the following services and include the following information on the drawings to be prepared by FCC's contractors:

Regulatory Compliance: FCC shall review all applicable Federal, State and local code, regulation or law sections governing the improvement, expansion and operation of the Facility. FCC shall identify any issues of concern that may affect the design with the assumption that FCC's proposed Facility design will comply with all applicable codes and regulations.

Power Requirements: FCC shall estimate the power and lighting requirements for the Facility and shall verify the adequacy of the existing service point. If FCC determines the existing service point is inadequate, FCC shall determine the viability and cost of a new service from facilities on Athens Avenue or Fiddymont Road.

Water Service: FCC shall determine water supply requirements for domestic, recycled and fire protection for the site. FCC shall contact the local fire authority and local water provider to determine location, size, and capacity of existing systems along with any requirements for new connections and service.

Sewer Connection and Wastewater Handling: FCC shall determine sewage disposal requirements for the Facility, including identifying the location, size and depth of the existing and proposed sewer improvements and resultant discharge rate, connection fee and monthly sewer fee based on current County of Placer sewer connection fees provided by the WPWMA.

Grading and Drainage: FCC shall prepare a preliminary grading and drainage plan for the site. FCC shall compute preliminary earthwork quantities to determine shortage or excess of material and the need for stockpile areas. If FCC anticipates that runoff for the project site will be collected and discharged into an on-site retention

pond by way of the existing storm water conveyance system, FCC shall identify how the post-project peak stormwater flow will be limited to the pre-project levels and the cost of installing and operating such a system.

Access, Vehicle Maneuvering, and Parking Requirements: FCC shall review vehicle access and maneuvering areas for adequate space requirements, minimize areas where vehicles must turn around and areas lost to roadway, determine the commercial customer traffic flow, and estimate of time to unload and required queuing areas, and determine FCC's parking needs and adequacy of existing FCC parking areas or need for additional FCC parking.

Traffic and Equipment Interaction Points: FCC shall provide an analysis of proposed flow of commercial and non-commercial customer (i.e., self-haul) traffic in coordination with daily FCC operations and foreseeable operations of other WPWMA contractors (e.g., landfill operator, etc.), estimate the customer queuing times, adequacy of unloading and queuing spaces, ease of access and unloading times for each traffic group.

Foundation, Footing Design: FCC shall outline the preliminary design assumption for recommended foundations for the improvements using geotechnical information provided by WPWMA from historical subsurface studies.

Expansion of Structures: FCC shall review the general layout and design of any expansions to existing buildings including, but not limited to, the location and spacing of columns, removal of existing columns and replacement with alternative supporting systems, frames, and minimum height for framing members as necessary.

New Structure: FCC shall provide the general layout and design of any new material structures, including but not limited to receiving, processing, finished product storage/marketing and load-out areas as appropriate.

Equipment General Arrangement: FCC shall provide the general layout and design of the materials processing, screening, sorting and handling equipment including, but not limited to, conveyor configurations, screening or sorting equipment, vehicular access routes, elevated platforms, chutes, access stairs, supports or bunker locations, in ground or walking floor features, balers and related material handling systems.

Environmental Control Systems: FCC shall provide the intention, layout, sizing, and performance-based operations factors for environmental control systems to measure and mitigate sewer, water, stormwater, odor and dust impacts resulting from its proposed construction and operation activities.

FCC's proposal is below.

DRAWINGS AND DESCRIPTION OF PROPOSED FACILITIES

FCC will design, build, and operate a state-of-the-art recycling centre with the latest technology available in the market. FCC's facilities' design will meet and exceed all of the solicitation requirements and the regulatory requirements as well. We have put special design emphasis on odor mitigation, as we are aware this is of utmost importance to the WPWMA. The new equipment will allow FCC to recover more materials, achieving a much higher diversion rate than the current one. FCC's design aims to be cost effective for the WPWMA, with a reduction in capital investment by utilizing the existing building, as compared to building a new facility.

FCC designs its recycling plants with the following goals in mind:

- Ensuring safety of workers by minimizing and eliminating the chances of accidents
- Safely managing the traffic flow by minimizing cross traffic flow
- Maintaining flexibility of operation
- Ensuring optimum utilization of manpower, materials, equipment and available space
- Achieving the best quality possible for our products by investing in the best equipment
- Flexibility in design to adapt to the changing future requirements

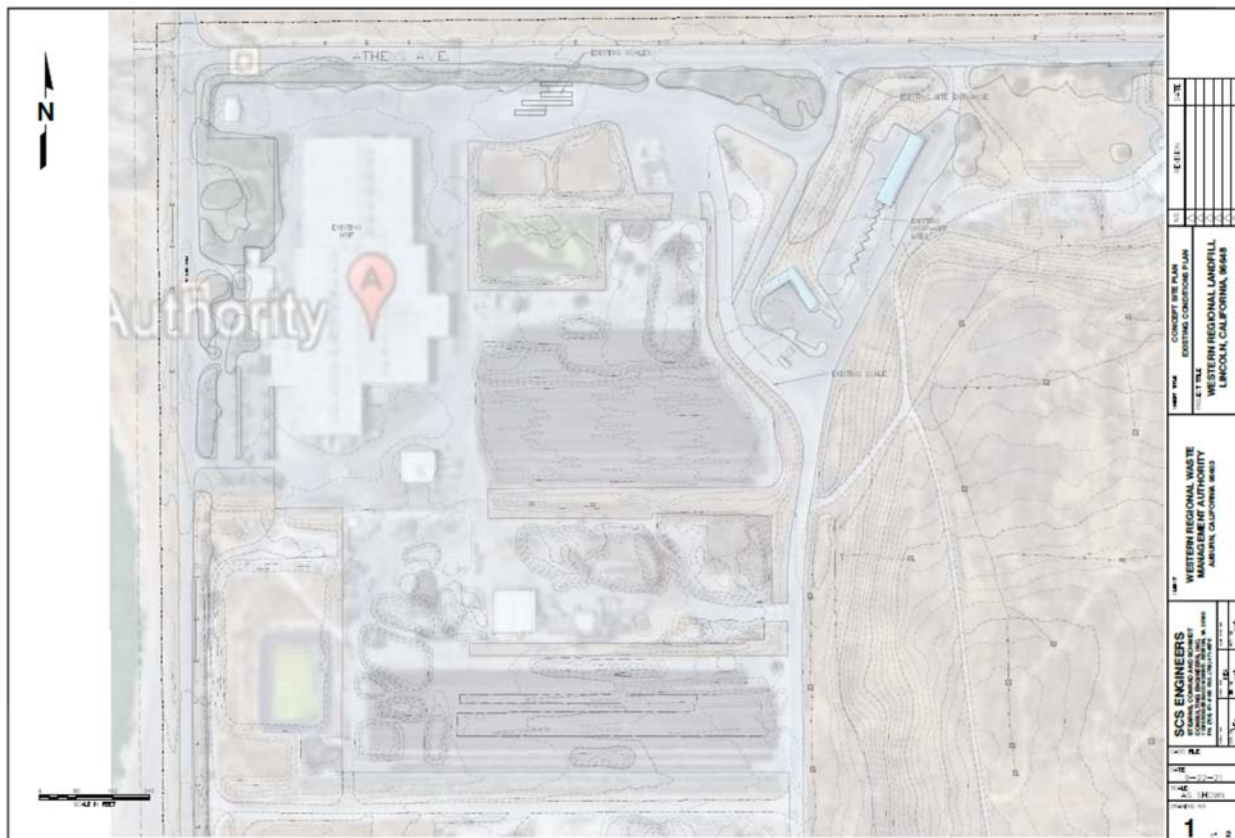
FCC is proposing a new layout of the facility. FCC envisions a safe and cost-effective way of managing all the streams of waste that are received at the WPWMA facility.

1.1 Site Plan

FCC has designed the new site plan for the WPWMA thinking on the safety and efficiency of the operations. For that FCC proposes:

- Increment the number of scales from five to eight to make sure there are not queuing and the traffic flow goes as safe as possible.
- Adding a roundabout to control the traffic flow in the entry of the facility.
- Increment the number of parking spaces for employees so they can access to the MRF from a safe place.
- Replace the MSW equipment for a more technological and efficient equipment able to meet all requirements (operational, odors, safety, etc) and regulations.
- Replace the C&D equipment for a more technological and efficient equipment able to meet all requirements (operational, dust control, safety, etc) and regulations.
- Redesign the composting operations to introduce more efficient system with better recovery qualities and an odor control system.
- Remove the actual maintenance building and build a new one in a less traffic area.
- Change the traffic flow within the facility to have all trucks going in one direction for safety purposes.

Existing Conditions Site Plan



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1.2 Traffic and vehicular operations flow diagram

The drawings in this section depict the traffic management plan to be employed to effectively control and manage all vehicle movements on the site. Our goal is to have all traffic flow in one direction; therefore FCC proposes the use of a roundabout to regulate traffic at the entrance to the facility. This is shown in each one of the traffic flow drawings.

To accompany the following descriptions, please refer to the drawings, which indicate the traffic routes and site signage. This is also part of the site traffic management plan.

- INCOMING VEHICLES

All incoming delivery vehicles will pass over a scale that is managed by WPWMA personnel. All vehicles will proceed in the same direction as shown in the drawing below. There will be signage that directs the vehicles to the specific area of the facility: MSW; C&D; Public Drop-off and Buy-Back; HHW, and Composting.

- Municipal Solid Waste (MSW) Vehicles

The commercial MSW collection trucks will have a dedicated scale to expedite entering the site and to avoid having queues at the facility entrance. FCC is proposing as an option to manage this scale automatically using a dedicated kiosk. This is further explained in section 9.17 Scales.

The commercial MSW collection trucks will proceed to the tipping floor, entering through one dedicated 26 ft. tall bay door. The commercial collection trucks will discharge the material in the designated area and leave through the same door. In order to maintain safe working conditions, the tipping floor will be staffed at all times and only authorized personnel will be allowed on the tipping floor.

When leaving the site, the vehicles will pass over the exit scale, which FCC proposes to move closer to the exit to avoid cross traffic.

All contractors entering the site will have a dedicated scale controlled by WPWMA. These vehicles will access the MSW facility and proceed to the tipping floor, entering through a dedicated 26-ft tall bay door. The contractor's trucks will discharge their material in the designated area and leave through the same door.

Subject to the final risk assessment for the facility, and in addition to the below procedure, a small holding traffic light will be positioned immediately prior to the joint traffic flow. This is to ensure safety on the property.

- **Construction and Demolition (C&D) Waste**

The C&D trucks will proceed through a dedicated scale that will also be used for incoming organic materials trucks. The C&D trucks will go around the MSW building, past the composting area, and unload on the tipping floor of the C&D facility. In order to maintain safe working conditions, the tipping floor will be staffed at all times and only authorized personnel will be allowed on the tipping floor. They will leave the C&D facility and drive to the outbound scale as shown on the traffic drawing. There will be separate scales for contractors and for commercial vehicles.

Organic Materials/Compost Feedstock Vehicles

The commercial organic materials collection trucks will proceed through the same inbound scales as commercial C&D vehicles. They will go around the MSW building and unload on the compost receiving pad. In order to maintain safe working conditions, the compost receiving pad will be staffed at all times, and only authorized personnel will be allowed. The organic materials trucks will leave and drive to the outbound scale, as shown on the traffic drawing.

- **Commodity Vehicles (Trucks that collect the final products to be delivered to end-user/processors)**

For the removal of clean commodities, authorized vehicles will enter the site and use the same inbound scale as C&D and organic materials trucks. The vehicles will then proceed to the designated areas by circling the MRF building to load the commodities. This alternative route around the building will reduce traffic congestion and the risk of a potential accident by segregating input and output vehicles.

Once loaded, the commodity vehicle will continue around the building and leave the site via the outbound exit scale. All weights will be recorded and printed on a scale receipt provided to the driver before leaving.

- **Residue Vehicles (Trucks for transferring internal residue from the operations to the landfill)**

For the removal of residue from the MRF or C&D facility and delivery to the landfill, the internal trucks for FCC will all have tare weights for the different boxes and trailers to expedite the process. The trucks will go directly to the landfill. At the scale, they will either dial in the kiosk, if WPWMA accepts our scale option, or they will stop at the scale house to report their tractor number and box number.

- **Landfill Trucks**

The trucks coming to the site to tip directly at the landfill will have a dedicated set of in-bound and out-bound scales. This will eliminate cross traffic with the other vehicles at the site and allow them more efficient access to the landfill. The traffic flow for these vehicles is shown on the drawings below.



- **Staff and Visitors**

Staff and visitor vehicles will enter the site using an alternative entrance at Fiddymment Rd, from the delivery and collection vehicles to ensure that personnel vehicles are segregated from trucks.

The same controlled entrance system will also be used for all personnel cars (with the exception of staff who will have pass cards to enter the site). Staff and visitors will be directed to the office block parking area.

A separate exit will be used by all staff and visitors to ensure a safe exit from the site away from trucks.

1.3 Grading and Drainage Plan

- Existing Drainage

We have prepared an existing grading and drainage plan for the site to fully understand current grading conditions, how and where stormwater is collected, particularly non-contact stormwater and contact storm water (rainfall or runoff that comes in contact with compost), and where stormwater is discharged.

Currently, the composting activities are occurring in two separate areas;

- 1) The south compost area where:
 - Approximately $\frac{3}{4}$ of the contact water runoff is discharged via surface flow to the South Compost Pond.
 - Approximately $\frac{1}{4}$ of the contact water is directed via surface flow to a drop inlet (DI) and conveyed to either the North Compost Pond or the East Stormwater Detention Basin, via a buried 24" drainpipe. Nortech design plans for site grading and drainage indicate the 24" drainpipe discharges to the East Stormwater Detention Pond, however we believe the stormwater should be treated as contact water and should be discharged to the North Compost Pond.
- 2) The north compost area, where all of the contact runoff is directed via surface runoff into a drainage ditch that discharges to the North Compost Pond.

Further, stormwater runoff from the existing C&D processing facility (currently located between the southern composting area and the northern composting area) surface drains toward the north and collects in a drop inlet, which as depicted in the Nortech site grading utility plan, and discharges into the East Stormwater Detention Pond through a buried 24" drainpipe. Reviewing the North Compost Pond improvement drawings prepared by Geo-Logic, it appears this drainpipe is located within the excavation expansion of the North Compost Pond, and will no longer be capable of discharging to the East Stormwater Detention Pond. However, we consider runoff from the C&D Facility as being impacted and should be treated as contact water and discharged to the North Compost Pond.

- Proposed Drainage

Our proposed design relocates all compost operations to the concrete surface immediately east of the South Compost Pond. This results in:

- 1) Approximately $\frac{3}{4}$ of the compost contact water runoff discharged to the South Compost Pond; and
- 2) Approximately $\frac{1}{4}$ of the compost contact water directed to the North Compost Pond, once the pond expansion is complete.

Our proposed design also relocates the C&D Processing Facility north of the proposed composting area. We believe runoff from the area immediately surrounding the proposed C&D Processing Facility should be considered contact water, and would be discharged to the South Compost Pond.

The proposed drainage discharge matches the current drainage discharge to the North and South Compost Pond and the East Stormwater Detention Pond. We have prepared preliminary hydrology calculations for the proposed Compost Facility and C&D Processing Facility, and have verified that the discharge ponds are adequately sized (including the North Compost Pond expansion).

As a result, there is no net change in the volume of contact and non-contact stormwater discharge at the site, and the same quantity of stormwater is anticipated to be discharged to the compost and stormwater ponds as in current conditions. In other words, post-project peak stormwater discharge matches pre-project stormwater discharge conditions and quantities.

- Proposed Grading

We have reviewed the existing site grading, and find it fundamentally acceptable for the proposed improvements to composting, C&D processing, MRF, and vehicle flow. Minimal changes to existing grading is proposed in several locations:

- 1) The existing fiber reinforced concrete surface around the proposed C&D Processing Facility will be removed, and graded around the C&D Processing Facility foundation (level slab) to provide drainage.
- 2) The existing unsurfaced drainage swale south of the proposed C&D Processing Facility will be graded to collect and direct contact runoff from the compost facility into a DI, through an existing 24" drainpipe, and will be conveyed to the North Compost Pond.
- 3) The area south of the existing paved parking area will be graded to provide for additional paved parking surface.

Approximately 2,000 cubic yards (CY) of soil earthfill will be required for rough grading the C&D Processing Facility pad and surrounding area. Approximately 600 CY of cut will be required for rough grading the parking lot expansion area.

1.4 Site Utility Plan

1.4.1 Water Service

Currently, domestic, fire protection, and irrigation water are all supplied from the potable water connections. Our proposed design improvements will result in:

- 1) Potable water will continue to be supplied from the existing connections at approximately the same monthly usage rate.
- 2) Fire protection water will continue to be supplied from the existing connections. Since fire protection water is supplied on demand, there is no change to the anticipated usage rate in the event of a localized facility fire. Existing pressure from the water connection is adequate for site fire protection needs, and at this time, a fire protection water tank is not anticipated to be needed.
Utilizing treated wastewater from the City of Lincoln Wastewater Treatment Facility, via the “purple pipe” located across Fiddymment Road was considered to ultimately reduce the quantity of fire protection water required from the potable water connection in the event of a fire. However, possible sediment in the wastewater, as well as potential variability in the treated wastewater chemistry presented concerns for use as a source of fire protection water service.
- 3) Irrigation water is currently supplied from the existing potable water connection. We propose to supply treated irrigation water from the City of Lincoln Wastewater Treatment Facility, via the “purple pipe” located across Fiddymment Road. Existing pressure in the “purple pipe” is adequate for the irrigation needs. A new water connection will be constructed across Fiddymment Road to supply the treated wastewater to the irrigation system, with necessary water meters and pressure reduction devices. Long-term irrigation water demand is anticipated to be reduced as landscaping around the facility entrance and the Authority office is replaced with low water use landscape treatment. However, the irrigation source will not be directly impacted by potable water shortages, as the treated wastewater is readily available.

In summary, the existing potable service connections are acceptable for the proposed facility improvements. No new connections to the potable water service line will be required. A reduction in potable water service needs is anticipated associated with the project’s proposed improvements.

1.4.2 Sewer Connection and Wastewater Handling

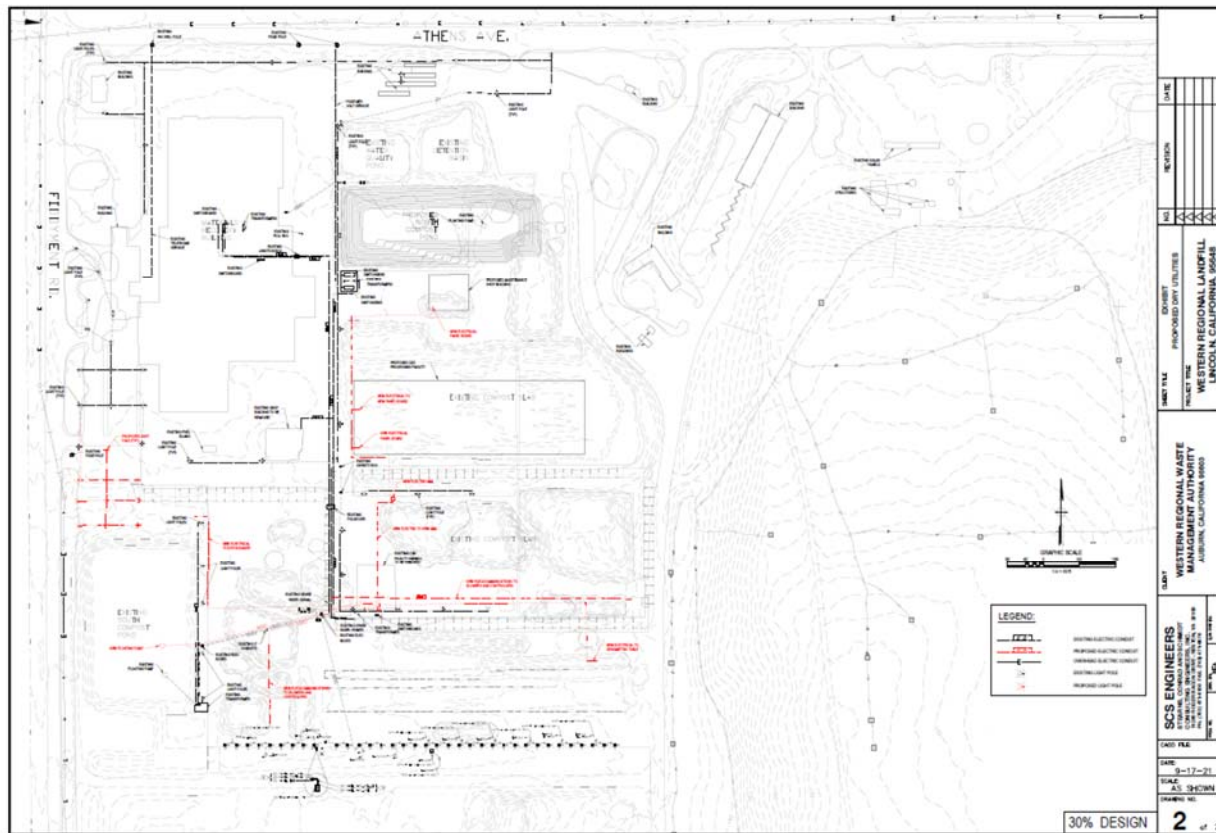
We have evaluated sewer and wastewater disposal requirements of the proposed facility modifications with that of the current facility operating conditions, and have the following observations:

- 1) Wastewater disposal consists of grey water and black water from facility restrooms and kitchen areas, wash water from MRF operations and equipment cleaning, and landfill leachate/landfill gas condensate from the landfill.

- 2) Facility restroom and kitchen area wastewater generation is related to the size of the operations staff. As a result of equipment upgrades and process method improvements, the facility operation staff size is anticipated to be reduced from 55 to 44 people per shift. This results in a direct reduction in sewer wastewater generation and required disposal.
- 3) The upgrade in MRF equipment and housekeeping practices will improve the cleanliness of the operation, and as a direct result less wastewater generation is anticipated.
- 4) Landfill leachate generated by rainfall infiltration at the working face, at areas receiving daily cover, and at areas receiving interim cover is directly impacted by the operations practices on the landfill staff. FCC's landfill operation practices will result in less rainfall infiltration, fewer, if any, leachate seeps that must be controlled and collected, and ultimately the volume of leachate pumped from the leachate collection and removal system on a monthly and annual basis.

The existing sewer infrastructure is adequate to support the proposed facility improvements. The location, size and depth of the existing sewer system is adequate and will not be changed. The only proposed sewer improvements are associated with construction of a new equipment maintenance shop. No new connections or connection fees will be required.

Sewer disposal requirements for the proposed facility improvements are anticipated to be lower than the current operating conditions. Although monthly sewer fees based on current County of Placer sewer connection fees were not provided by the WPWMA, based on the reduced generation and required discharge of sewer and wastewater, monthly sewer fees are anticipated to be reduced, based on the current fee structure.

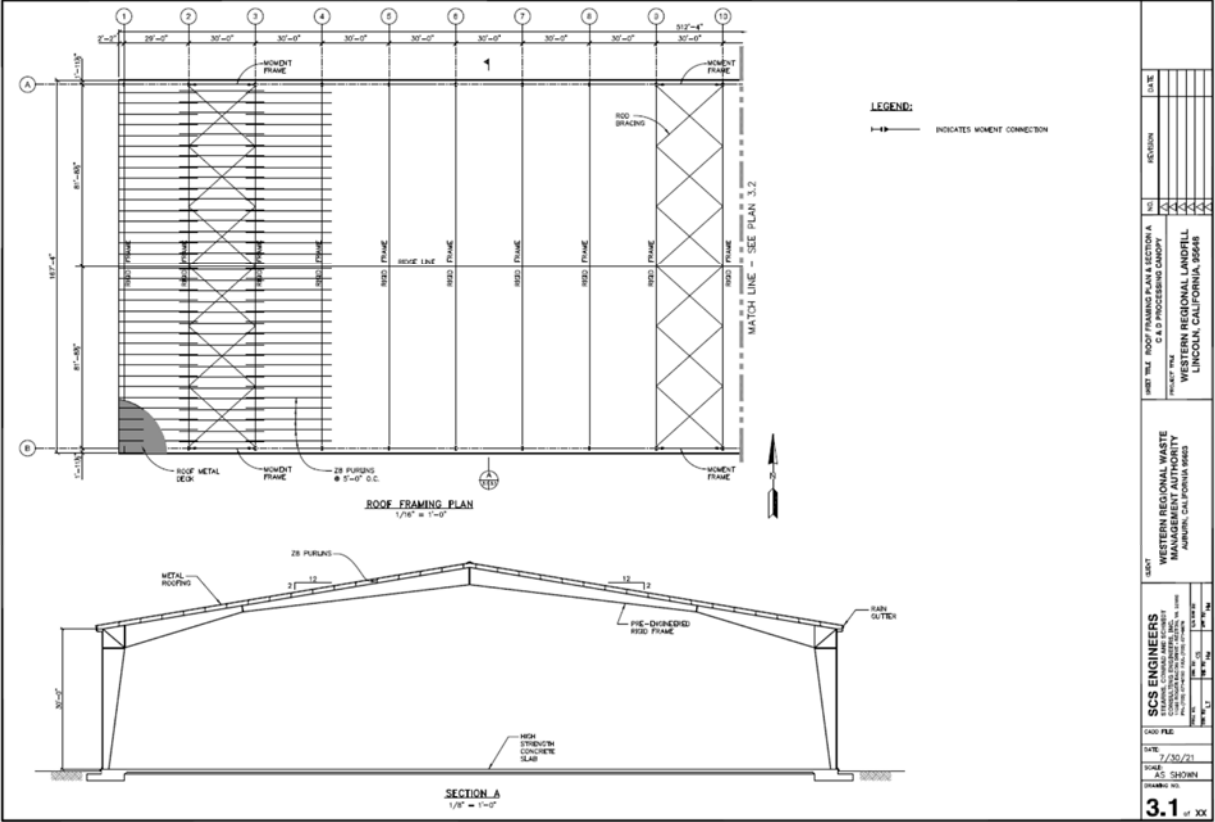


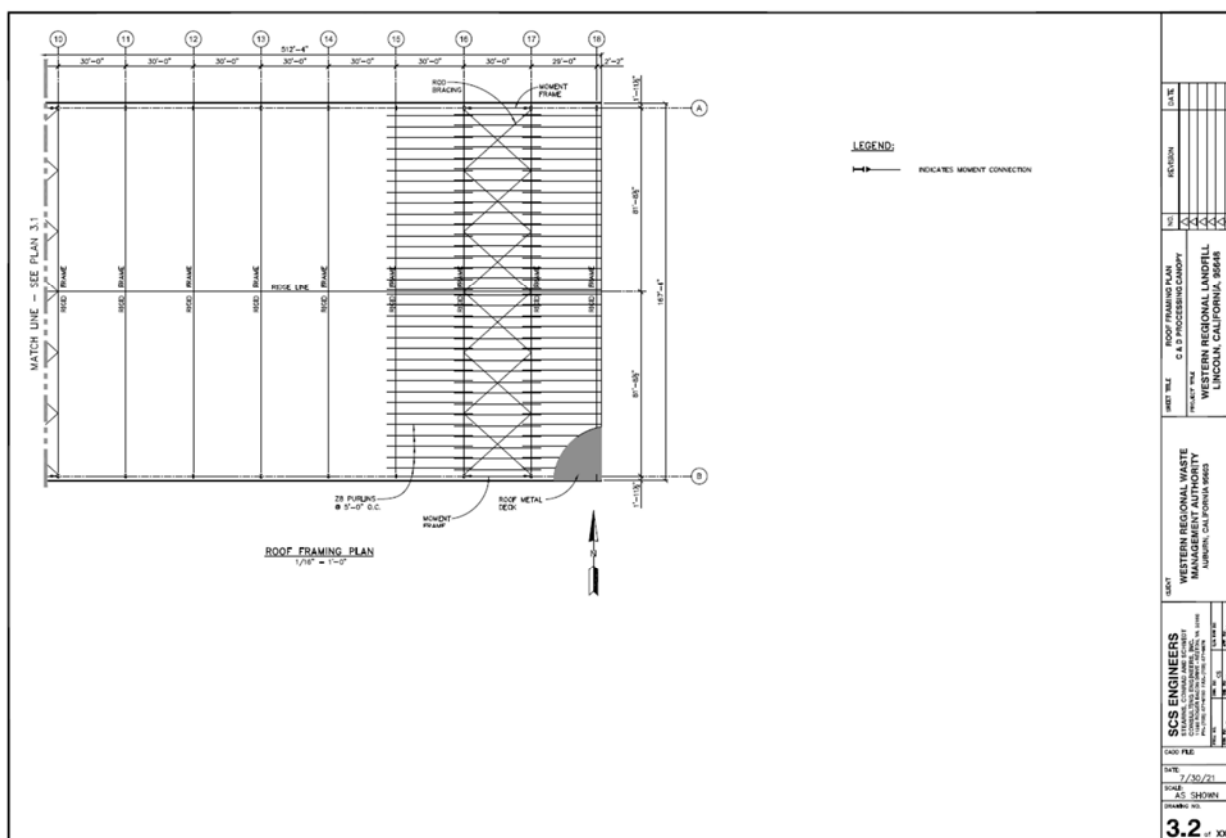
1.5 Landscaping Plan

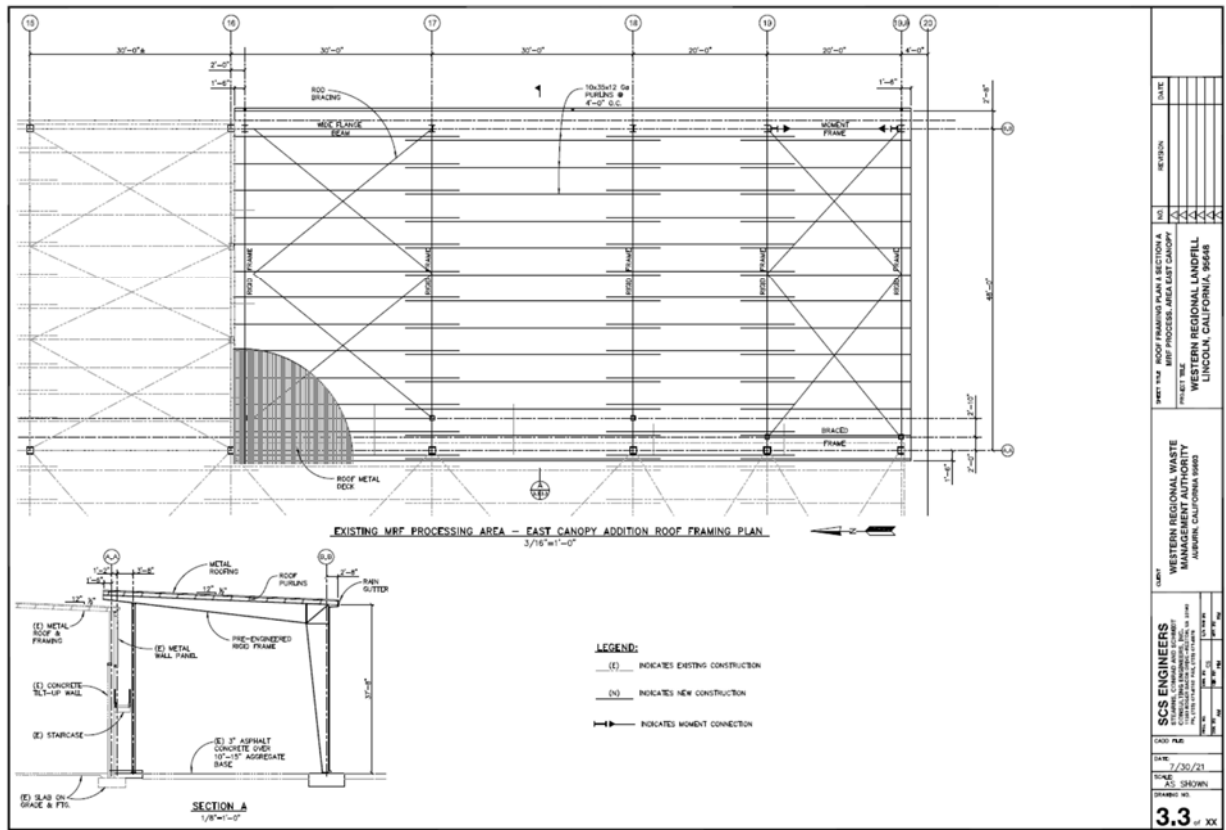
As per WPWMA indication from our meeting held on July 29, we included in Landscaping options.

1.6 Building Elevations

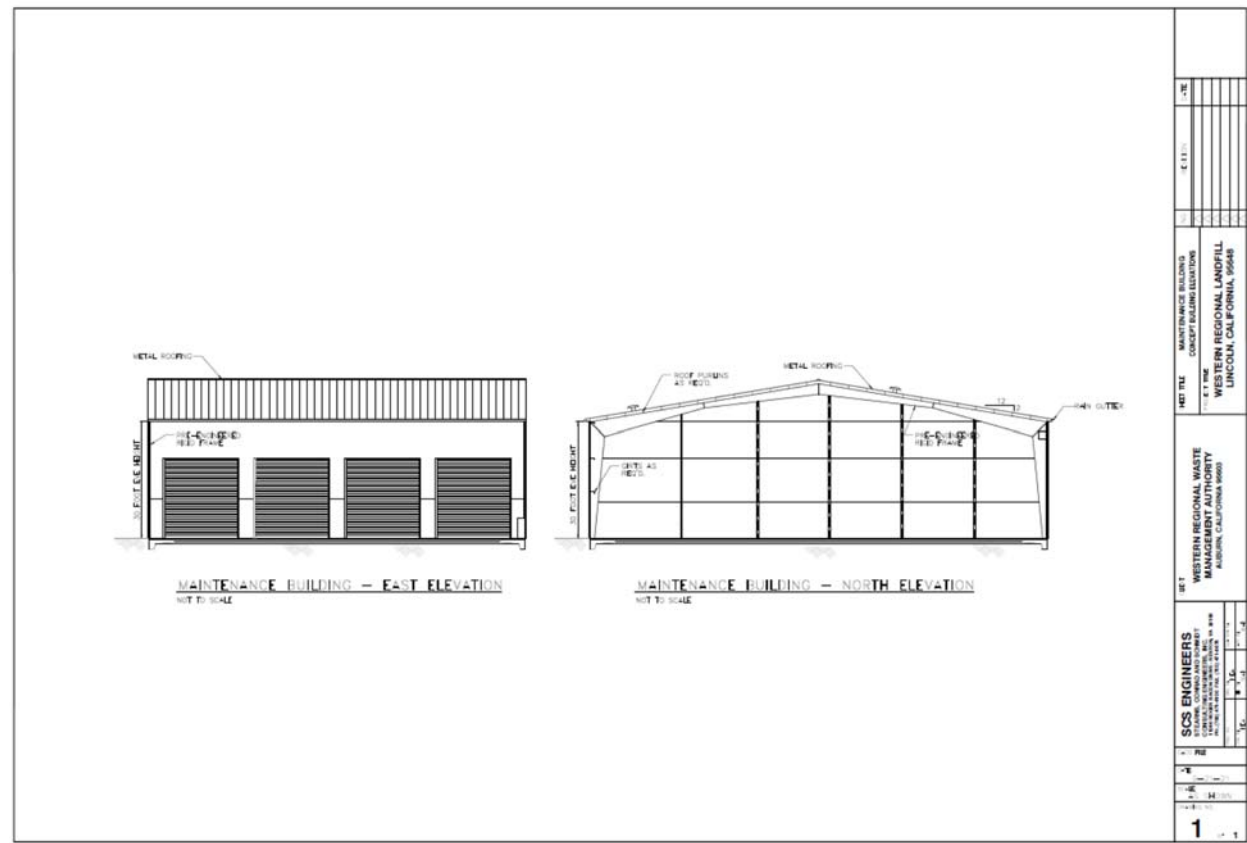
C&D Canopy







Maintenance Building



1.7 Equipment List and General Arrangement Plan

1.7.1 MRF

FCC has developed equipment specifications, drawings and a concept design for municipal solid waste (MSW) recycling and processing at the proposed FCC facility in Western Placer County to recover valuable recyclables and maximize diversion of organics for biological processing. Van Dyk Recycling Solutions, (VDRS) of Norwalk, CT desires to provide a Design Build MSW Separation System in accordance with the Western Placer County specifications (unless otherwise noted), to be utilized at the proposed facility.

The proposed VDRS MSW Separation System will be comprised of dual processing equipment systems (lines). Each of the lines will have the capacity to process 50+ tons per hour of bagged and/or loose MSW waste. The lines may be operated in tandem, or as separate processes. The following narrative describes the progression of MSW as it navigates either of the lines, beginning with the tipping areas. Each processing component will be depicted on the drawings and process flow diagrams provided within the quotation.

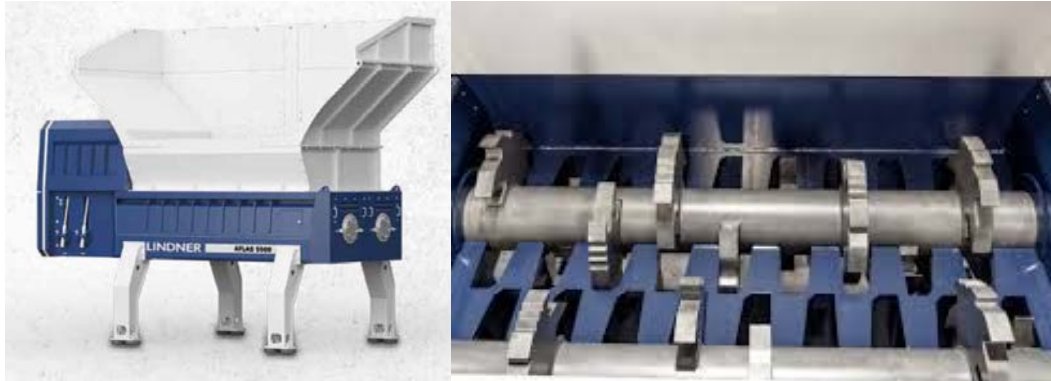
The VDRS design, will allow MSW to be placed into the in-feed points of the lines, and in the most generic terms, the lines homogenize and present the MSW into several manageable fractions, so the different sorting equipment and manual labor can effectively detect and separate out valuable recyclables and maximize the diversion of organics to composting. The process yields these several newly created recovered materials captured in sort bunkers while the organics are separated out and conveyed to the composting area.

- Optimum System Feeding



As MSW is placed on the tipping floor a hydraulic excavator equipped with a long reach, hydraulic swivel clamp bucket (not included) allows the equipment operator to pre-sort the MSW and place pre-sorted MSW into the in-feed points of the lines. VDRS recommends the excavator as the preferred method of in-feed equipment as the equipment operator can visualize and efficiently pre-sort (remove) large bulky contaminants and/or capture large recoverable material such as cardboard and metals from the MSW by placing them into separate roll-off containers (not included). Items that are not suitable to enter the in-feed point of the lines may include: large steel items, hazardous material, and flammable liquids. It is recommended that extremely wet MSW loads are introduced into the lines at a reduced volume and combined with other pre-sorted MSW at the in-feed point. The equipment operator manages the selection of materials. He decides the materials that should not be processed by the lines and/or subject any manual sorter to come in contact with, by removing them with the in-feed equipment and/or additional machinery and personnel on the tipping floor.

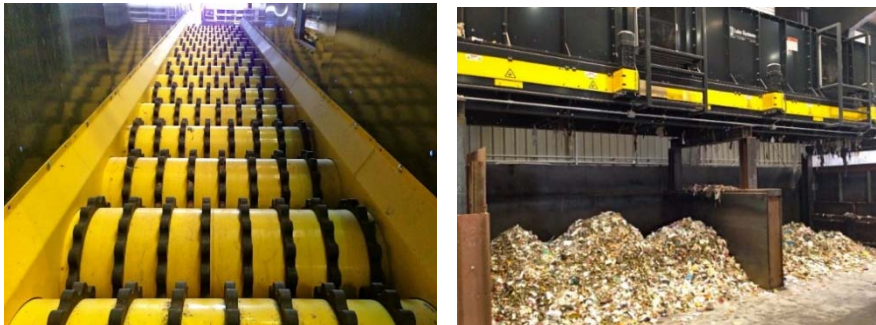
- Primary Bag – Openers



The excavator places pre-sorted MSW directly into the in-feed point of the lines (oversized inlet hopper of each Bag Opener) or in ground feeder belts, the inlet hopper presents MSW to the bag opener to create a regulated flow of MSW contents. The functions of the bag opener include; (i) opening bagged MSW and, (ii) liberate MSW material from the bags and, (iii) homogenize all the materials in the incoming stream to a manageable size and, (iv) minimize the creation of additional fines. The bag openers provide a consistent feed rate to the lines by controlling the burden depth of MSW and resulting in maximum material recovery rates.

From the bag opener, the material is conveyed to a set of screening technologies.

- **AWS (Anti Wrapping Starscreens)**



- **0 – 2” Sizing – Organic Fines Removal**

The AWS screen has openings between the shafts to separate MSW material that is less than 2” from that which is 2” or larger in size. The smaller fraction material falls through the openings as fines, while the larger waste fraction is carried over the screen to the next process. The <2” organic fines fraction contains the vast majority of the organics so this fraction goes directly to composting after it passes an over belt magnet to recover the ferrous metals (FE). Having the fines removed, the >2” remaining fractions will continue on to the 3D Trommel Screen.

- **3D Trommel Screen**



The 3D Trommel Screen has openings to separate MSW material that is less than 16"

from that which is 16" or larger in size. The >16" fraction is conveyed to an OCC screen for the recovery of large cardboard. The recovered OCC passes a manual QC (quality control) station before being conveyed to a bunker for baling. The >16" non-OCC fraction goes to a large manual sort station for the recovery of valuable large recyclables such as mixed rigid plastics (MRP), metals and wood. All recovered materials are dropped into a storage bunker underneath for easy material handling. Residue off the end of the manual sort station is conveyed to a central load out area and placed directly into (4) trailers. This allows a full trailer of residue to be swapped out while

one of the other three (empty trailers) are being filled.

The smaller fraction material falls through the openings as fines, while the larger waste fraction is carried over the screen to the next process. The <16" fines fraction is conveyed to a second AWS screen to separate the <5" fraction to be processed separately to recover metals and plastics. Having the fines removed, the 5"-16" fraction will continue on to the Wal-Air Drum Separators.



- WAL-AIR - Three Way Drum Separators



The WAL-AIR Drum Air Separator is a highly versatile piece of equipment with multiple variables that can be adjusted to pinpoint specific separation of MSW based on weight and density. This two way WAL-AIR device separates the MSW into two different density streams: "heavies" and "lights".

- <5" Processing Line

The <5" will continue on to the Wal-Air Drum Separators to split this material into "heavies" and "lights". The "lights" pass beneath a magnet to recover any ferrous (FE) metals. This FE metal is conveyed to the centralized FE bunker. The remaining mixed waste is conveyed to an Eddy Current to recover non-ferrous (NF) metals. The vast majority of aluminum cans (UBC) will be contained in this 0-5" lights fraction. Having the metals removed, the remaining mixed waste is conveyed to a Spaleck 3D Waste Screen to remove any remaining <3" fines before the >3" fraction continues

to a TOMRA Sensor Based Sorter to remove all plastics. The plastics sorted out are conveyed to join the larger plastics further downstream. The remaining 3"-5" non-plastic fraction continues to a manual Post Sort Station to recover any remaining non-ferrous metals and plastic containers before going to organics processing.

- **SPALECK 3D Waste Screen**



SPALECK is a leader in screening technology. The 3D Waste screen does very accurate sizing in three dimensions while providing almost blockage-free screening, minimum effort for cleaning with very good accessibility, and very low operating costs due to maximum machine availability.

- **TOMRA Sensor Based Sorters (TITECH)**



The materials sent to a Sensor Based Sorter are dropped onto a high speed acceleration conveyor to reduce the material burden depth to a single layer. This precise orientation allows TOMRA Autosort 5 units to recognize all the different objects on the conveyor using a combination of an extremely high resolution NIR sensor and an integrated metal detection sensor. Processing accurately in micro-seconds, the TOMRA recognizes and makes a sorting 'decision' to either send a signal to the air valve block to positively eject valuable recyclables or to not eject certain material that simply pass through.

- **Eddy Currents**



The single Eddy Current per line is for the recovery of aluminum (AL) and some other NF. AL is propelled over the eddy current's adjustable gate and is then air conveyed to a storage bunker for baling.

- In-line Magnets

The in-line magnetic separators will capture ferrous metals from the MSW. Ferrous metals are conveyed and collected to a centralized FE bunker for easy material handling.

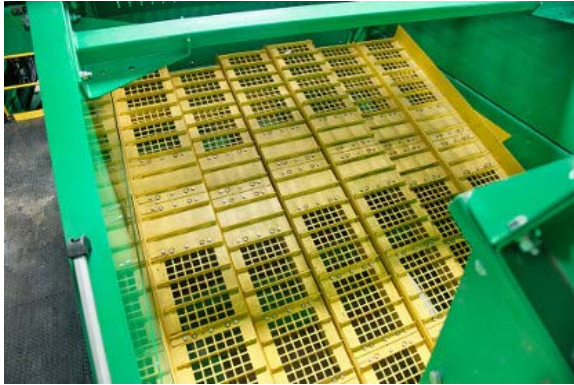


There are five Cross Belt Magnets in the sorting system. All magnets are sized accordingly to recover the FE metals of various sizes and densities from the different stages throughout the system. Based on VDRS experience, we realize that simply having one magnet to capture all FE metals is not possible – our design has three magnets per line, positioned in the proper locations.

- >5" Processing Line

The >5" fraction will continue on to the Wal-Air Drum Separators to split this material into "heavies" and "lights". The "lights" continue to TOMRA Sensor Based Sorters to remove all plastics. This concentrated plastics fraction continues to Lubo Elliptical Screens to separate the 2D fraction (films) from the 3D fraction (rigid containers). The 2D films go to a compactor and the 3D plastics go to the container line for recyclable recovery. The non-plastic fraction goes to another set of TOMRA Sensor Based Sorters to remove all fiber (paper). Any non-fiber continues to a manual Post Sort Station to recover any remaining organics (textiles), fiber and plastic containers before going to the compactor load out system.

- Lubo Elliptical Screen



An elliptical or ballistic separator is for accurate separation of 2D and 3D materials. Striding paddles walk 2-dimensional objects over the screen (items like film bags and light sheet paper). Rigid items (bottles, cans, 3-D cardboard) bounce back. Paddles have true 2" holes in them to allow the last bit of organics fines to fall through for composting. In summary, the elliptical screen accurately removes light sheet paper, film, and fines to properly prepare a container line for further processing (such as optical or robotic sorting).

- **Heavies Processing Line**

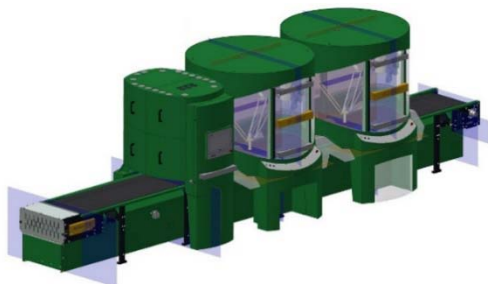
The "heavies" separated by both the <5" and the >5" WAL-AIR drum system are conveyed beneath a magnet for FE removal and to a TOMRA Sensor Based Sorter to positively eject out clean wood. The remaining waste after sensor based sorting will continue to a manual sort station for potential recovery of additional materials such as mixed NF metals. Sorters place desired materials into drop chutes and they are deposited into the storage bunkers beneath the sort station. Residuals from the "heavies" manual sort station are conveyed to a central load out area and placed directly into (4) trailers. This allows a full trailer of residue to be swapped out while one of the other three (empty trailers) are being filled.

- **3D Plastic Container Line**

The valuable 3D plastics is conveyed to a container processing line consisting of several TOMRA Sensor Based Sorters for the recovery of PET, HDPE (colored and natural manual separated) and mixed plastics. All plastic commodities pass a manual quality control station before being conveyed to a storage bunker for baling. All remaining residue will be conveyed to a multi compactor load out system.

- **Concentrated Mixed Fiber**

All fiber concentrated by the sensor based sorters is conveyed to a Robotic QC station (RoBB-AQC) to remove non-fiber contamination. The clean fiber is then conveyed to the Rolling Bed Dryers to greatly upgrade the fiber quality or the fiber can be conveyed directly to composting.



- **RoBB-AQC**

Bollegraaf has developed and proven the fastest, most precise and most reliable robotic waste sorting solution available on the market. RoBB-AQC is an AI-powered, fully-automated robotic sorting machine designed for improved quality control sorting in a recycling system. The new Bollegraaf AI-powered RoBB-AQC is the first sorting robot that combines the accuracy of NIR detection with the adaptability of AI-powered learning. No other recycling robot uses near-infrared technology, which is the only technology capable of detecting items by their material composition. As a final quality control step on a container line, one RoBB robotic sorting unit will recover up to 70 picks per minute. That's higher productivity and better reliability than two human sorters. The robotic system is designed with flexibility in mind, as it

can be placed on top of existing sort lines with very minimal retrofit costs and minimal downtime. Material selection only requires the touch of a button, and ranges from PET, HDPE, LDPE, PS and PP to Tetra Pak, OCC or paper/cardboard of various shapes and sizes. RoBB-AQC can sort waste intermittently or continuously, regardless of working conditions on site, and requires minimal supervision and little maintenance. Its flexible, modular configuration enables you to choose the number of sorting units required and simultaneously sort up to 4 different materials per module. The robotic sorting system's flexibility allows you to change material waste streams, so you can adapt to, for instance, changes in the stream or commodity prices.

- Rolling Bed Dryer



The rolling bed dryer combines the advantages of the drum dryer and fluidized-bed dryer systems, and was specifically designed for drying wood chips and other organic materials. The special design of the dryer permits homogenous and gentle drying at a low temperature level. This gentle mixing effect at low temperature is critical for paper drying to avoid a fire hazard and to produce consistent drying results regardless of size/thickness. High energy efficiency and homogenous drying of the fiber is achieved due to the long retention time of the product in the dryer. Grit, sand, glass and other very small fines residue is automatically shaken off the fiber as a result of the drying process and is screened out the bottom of the dryer. Once the mixed fiber's moisture content has been reduced to under 20% it has been shown to stop the decomposition process and allows successful baling/shipping to potential buyers. Proven applications: Wood chips, Cropped biomass, Alternative fuels, Mixed Paper, Sugar beets pulp, Bush reaping, Greenery cut, Trimmings and Green waste.



- Balers

All balable recyclables are stored in bunkers to be unloaded to either the single ram Bollegraaf HBC 140 baler or the 2-Ram baler. Bales continue to bale storage before being sold into the market.

1.7.2 C&D

The proposed VDRS C&D Separation System will be comprised of a single line processing system. The highly automated C&D material recovery facility (MRF) will have the capacity to process 60+ tons per hour of C&D waste and potentially other types of incoming waste with an estimated recovery rate exceeding 60% (>85% with fuel market), which would make this by far the most advanced C&D processing facility in North America.

The following narrative describes the progression of C&D material as it navigates through the system, beginning with the tipping area. Each processing component will be depicted on the drawings and process flow diagrams provided within the proposal.

The VDRS design will allow C&D material to be placed into the in-feed point of the system, and in the most generic terms, the system homogenizes and presents the material into several manageable fractions, so the different sorting equipment and manual labor can effectively detect and separate out wood, aggregates, and other valuable recyclables. The process yields several newly created recovered materials captured in sort bunkers.

- Optimum System Feeding



As C&D material is placed on the tipping floor a hydraulic excavator equipped with a long reach, hydraulic swivel clamp bucket (not included) allows the equipment operator to pre-sort the material and place the pre-sorted material into the in-feed point of the system. VDRS recommends the excavator as the preferred method of in-feed equipment as the equipment operator can visualize and efficiently pre-sort (remove) large bulky contaminants and/or capture large recoverable material such as white goods and other bulky materials from the C&D material by placing them into separate roll-off containers. Items that are not suitable to enter the in-feed point of the system may include: very large steel items, hazardous material, and flammable liquids. The equipment operator manages the selection of materials. They decide the materials that should not be processed by the lines and/or subject any manual sorter to come in contact with, by removing them with the in-feed equipment and/or additional machinery and personnel on the tipping floor. The pre-sorted material will be placed into one of the two in-feed points of the system.

- **Feeder Infeed Belt to 3D Drumscreen**



The loader or excavator places pre-sorted C&D material directly into the feeder in-feed point of the system and the material is conveyed into the 3D Drumscreen (also known as a trommel) to separate the material by size. Material is separated into 2 sizes: 0 – 16"x16"x24"; and 16"x16"x24" or larger. The unique aspects of the 3D trommel allows this three dimensional separation to be possible. The smaller fraction material falls through the trommel openings while the larger fraction is carried over the trommel. The purpose of separating this fraction is to reduce the burden depth of material to be further more efficiently processed downstream.

- **>16"x16"x24" Manual Post Sort Station**

The >16"x16"x24" 3D trommel "overs" fraction is conveyed to a manual post sort station, to allow sorters to positively remove the following: large metals, large clean wood, and any other hazardous materials not suitable in the size reducer. The positively sorted materials are placed into drop chutes by manual labor and sorted materials will be contained within the concrete bunkers, roll-off containers or trailers, positioned beneath the elevated sort station. The remaining (negatively sorted) fraction is conveyed to the size reducer.



- **Primary Size Reducer**



The material from the manual post sort and/or the excavator places pre-sorted C&D material directly into the in-feed point of the system (oversized inlet hopper of the primary size reducer), the inlet hopper presents material to the size reducer to create a regulated flow of contents. The functions of the size reducer include: (i) opening any bagged material, (ii) liberating material from the bags, (iii) homogenizing all the materials in the incoming stream to a manageable size and, (iv) minimizing the creation of additional fines. The size reducer provides a consistent feed rate to the system by controlling the burden depth of C&D material and resulting in maximum material recovery rates.

From the size reducer, the material is conveyed into the 2D Drumscreen (also known as a trommel) to separate the material by size. Material is separated into 2 sizes: 0 – 2" and >2".

- **2D Drumscreen**



- **0 – 2” minus removal**

The 2D drumscreen has hole spacing sized to remove 2” minus material. This 2” minus fraction is conveyed into another sizing screen (flip flow screen) to remove the ½” fines.

- **Flip Flow Screen**



The 0-2” material is split again by a flip flow fines screen with hole spacing sized to remove ½” minus material, or fines. A very large percentage of the fines fall through the holes and are conveyed out to a central load out area. These fines could then potentially be used as alternate daily landfill cover (ADC). The newly created ½”-2” fraction is conveyed to a Two Way Walair separation unit.

- **Two Way Walair Separation Unit (½”-2” material)**



The WAL-AIR Drum Air Separator is a highly versatile piece of equipment with multiple variables that can be adjusted to pinpoint specific separation of C&D material based on weight and density. This two way WAL-AIR device separates the material into three different density streams: “heavies” and “lights”.

The “heavies” are separated by the air drum system and immediately drop out of the WAL-AIR opening and transferred by conveyors. The “lights” consist of mainly small fiber/film and is transported to the lights residue compactor. The “heavies” are conveyed beneath a magnet for FE removal and to a manual sort station for the recovery of specific recyclables. Sorters place desired materials into drop chutes and they are deposited into the concrete bunkers beneath the sort station. The balance is a small dirty aggregates fraction, which is negatively sorted out of the “heavies” and discharges into a bunker.

- WAL-AIR - Three Way Drum Separator (2" – 16"x16"x24" material)

This three way WAL-AIR device separates the material into three different density streams: “heavies”, “mediums” and “lights”.

The “heavies” are separated by the air drum system and immediately drop out of the WAL-AIR opening and transferred by conveyors. The “heavies” are conveyed beneath a magnet for FE removal and to a manual sort station for the recovery of specific recyclables. Sorters place desired materials into drop chutes and they are deposited into the concrete bunkers beneath the sort station. The balance are aggregates, which are negatively sorting out of the “heavies” and discharge into the mixed aggregates bunker.

The “mediums” are separated by the second air drum system and immediately drop out of the WAL-AIR opening and transferred by conveyors. The “mediums” are conveyed to a TOMRA NIR/EM Sensor Based Sorter to positively eject out clean wood.

The “lights” are blown by the integrated air drum system through both WAL-AIR separation boxes and discharge from the separation process before being conveyed to a TOMRA NIR Sensor Based Sorter to positively eject out clean fiber.

The air from the expansion chamber(s) returns to the main fan(s) after which the air is partly is diverted to a dust filter and to the separator blow mouth. Due to the diversion of a part of the air to a dust filter there is a negative pressure at the in feed and discharge(s) of the system so that no dust can escape from the system.

- TOMRA Sensor Based Sorters

The 2"– 16"x16"x24" "mediums" are dropped onto a high speed acceleration conveyor to reduce the material burden depth to a single layer. This precise orientation allows TOMRA Autosort 5 units to recognize all the different objects on the conveyor using a combination of an extremely high resolution NIR sensor and an integrated metal detection sensor. Processing accurately in micro-seconds, the TOMRA recognizes and makes a sorting 'decision' to either send a signal to the air valve block to positively eject a certain object. This TOMRA sorter will positively shoot on clean wood. The non wood fraction may include materials such as plastics, small metals and other inerts, which will be sorted out and conveyed to a quality control station. The negatives of this manual post sort station would be conveyed to residue compactors. The high resolution and precision accuracy of the TOMRA ejection systems provides very high recovery of clean wood.



The 2"– 16"x16"x24" "lights" are dropped onto a high speed acceleration conveyor to reduce the material burden depth to a single layer. This precise orientation allows TOMRA Autosort 5 units to recognize all the different objects on the conveyor using a combination of an extremely high resolution NIR sensor. Processing accurately in micro-seconds, the TOMRA recognizes and makes a sorting 'decision' to either send a signal to the air valve block to positively eject a certain object. This TOMRA unit will positively shoot on clean fiber. This clean fiber passes a Robotic QC sorting unit to remove any contamination before being conveyed to a fiber compactor. The negatives of this Sensor Based Sorter would be conveyed to residue compactors.

- Magnets

There are four Magnets in the sorting system. All magnets are sized accordingly to recover the FE metals of various sizes and densities from the different stages throughout the system. Based on our experience, we know that simply adding one magnet to capture all FE metals is not possible – our design has the following magnets (located in the proper places):

- Magnet #1 recovers the FE in the 2"– 16"x16"x24" "heavies" fraction
- Magnet #2 recovers the FE in the 1/2"-2" "heavies" fraction
- Magnet #3 recovers the FE in the < 1/2" "fines" fraction
- Magnet #4 recovers the FE in the 2"– 16"x16"x24" "mediums" fraction



Ferrous metal recovered from these magnets are collected in Gaylord containers.

- **Wood Grinder Processing System**



The value of the wood will be upgraded with a HAAS wood grinder, consisting of pre – and after shredding. The operation includes ferrous and non-ferrous separation, with a throughput of 20 tons per hour. Oscillating screens can vary the chip size with easy and uncomplicated screen changes.

- **Belt Weighing and Reporting**

Seven off-Belt weighing units with reporting software will provide a full report of the plant's production information to generate important data spreadsheets such as ton/hour, flow rate, production hours, downtime and stop hours.

1.7.3 Composting

- Introduction

FCC will design, build and operate a state of the art composting facility with the latest technology available on the market.

- Site Plans

The proposed site plans for the compost operation are presented below. We prepared two site plans: one to illustrate operations in 2022, and the other to illustrate operations in 2032. The 2022 site plan allows for three months of finished product storage; the 2032 plan provides for one month of product storage.

- Equipment List and General Arrangement Plan

Most of the materials received and processed at the Compost Area consist of green waste (e.g., grass, leaves, plants, sticks, and small branches). Due to current regulations (i.e., AB 32, AB 1826, SB 1383), food scraps and other organic materials, such as paper waste, will be processed at the Compost Area. FCC will co-compost food scraps with green waste, using a covered aerated static pile (CASP) method.

Green waste and food waste are received directly at the Compost Area. MSW fines will be recovered from the municipal solid waste (MSW) stream at the Material Recovery Facility (MRF), and subsequently conveyed to the Compost Area.

An ASP system, with compost cover, will be used for the majority of the green waste. A portion of the green waste will mixed with the food waste. Wood waste will be ground into a mulch product.

The major equipment list, not including rolling stock such as loaders and excavators, is as follows:

Item	Description
17 SG Heap™ System (CASP) for 2022; 5 additional SG Heap™ Systems will be added, over time, to provide the required capacity for 2032 tonnage.	Food waste and MSW fines: Heap Systems with GORE® Cover Heap Design: 164 ft. Length x 26 ft. Width x 11 ft. Height; SG Compost Control System; Inground Trenching & Aeration System; Cover Fastening System
ePower Winder Machine	Electric powered cover winding machine for use with GORE® Cover.
Grinder	Morbark model #6600 horizontal grinder, or equal; for grinding all green waste and wood.
Shredder	Doppstadt Inventhor Type 6, or equal; for shredding all green waste and wood.
Telescoping stacker	McCloskey SDX Telescopic Stacker, or equal; for loading of the CASP and ASP systems
Stacking conveyor	McCloskey or EcoVerse 36X100 Stacking Conveyor, or equal; for stockpiling
Screen (2)	McCloskey 628RE Trommel, or equal; for screening finished compost

Item	Description
12 Green ASP zones for 2022, including blowers, pipe, control; 5 additional zones will be added, over time, to provide the required capacity for 2032 tonnage	New York Blower, or equal; HDPE pipe below grade in trench drain; control cabinet with temperature probe; for green waste ASP

- MSW Organics

General procedures for managing MSW organics, which is the largest quantity, are as follows:

- MSW organics will be conveyed from the MRF to the compost facility receiving area.
- MSW organics will be immediately moved by front-end loader to a CASP bay. A mobile, telescoping conveyor may be used to load each CASP bay.
- At the end of each working day, the Gore® cover will be pulled over the material and blower control system will be turned on. If the bay is not full, additional material will be added to the bay on the following day.
- Once a CASP bay is completely full, the Gore® cover will be pulled into place and secured on all sides. The blower control system will be turned on and operated for a 4-week period. We assumed a volume reduction of 20% during the compost process.
- At the end of the 4-week period, the material will be removed from the CASP bay by a front-end loader and processed through a screen and a densimetric table to remove >99.5% of contamination, such as glass, plastics, stones, and stickers.
- Contamination often renders MSW compost useless and with little to no value. The densimetric table can remove most contaminants, specifically targeting glass, stone, and metal, but also hard plastics and plastic stickers (like the ones on produce). The densimetric table is set on an incline and uses a vibratory motion. A current of rising air crosses under the material, causing two effects:
 - Less dense particles float without touching the base and slide down the incline (finished compost)
 - More dense products touch the bottom and are pushed up the incline due to the vibration (glass, stone, metals, rigid plastics, etc.)
- The material will then be stockpiled, using a stacking conveyor, for subsequent sale.

- Green Waste

General procedures for managing green waste, which is the second largest quantity, are as follows:

- Green waste will be received and stockpiled in the OPF receiving area and/or the ASP access zones.
- Green waste will be fed into the grinder or shredder by an excavator or front-end loader. The grinder or shredder will discharge into the mobile, telescoping conveyor, which will be used to load each ASP zone.
- Once an ASP zone is completely full, unscreened finished compost will be placed over the material. The blower control system will be turned on and operated for a 4-week period. We assumed a volume reduction of 25% during the ASP compost process.
- At the end of the 4-week period, the material will be removed from an ASP zone by a front-end loader and placed in a curing pile, using a stacking conveyor. The material will remain in the curing pile for 4 weeks. We assumed a volume reduction of 5% during the curing process.

- After curing, the material will be screened and placed in a finished compost stockpile for subsequent sale. A front-end loader and a stacking conveyor will be used for this step.

Other details are as follows:

- The ASP zones are 80 feet long by 30 feet wide by 10.5 feet high, plus 6 inches of compost cover.
- The aisle between zones is 10 feet, toe to toe.
- Two (2) below-grade aeration pipes are provided for each ASP zone.
- The curing piles are 60 feet wide by 13 feet high.
- The aisle between curing piles is 10 feet, toe to toe.
- Perimeter roads are 20-feet wide.

Contact water will flow through a compost filter berm and into the storm water management system.

- **Food Waste**

General procedures for managing food are as follows:

- Food will be received in the OPF receiving and processing area.
- Food will be immediately blended with ground green waste, 1:2.5 by volume, and moved by front-end loader to a CASP bay. A mobile, telescoping conveyor may be used to load each CASP bay.
- At the end of each working day, the Gore® cover will be pulled over the material and blower control system will be turned on. If the bay is not full, additional material will be added to the bay on the following day.
- Once a CASP bay is completely full, the Gore® cover will be pulled into place and secured on all sides. The blower control system will be turned on and operated for a 4-week period. We assumed a volume reduction of 20 percent (%) during the Phase 1 compost process.
- At the end of the 4-week period, the material will be removed from the CASP bay by a front-end loader and loaded into another CASP bay. A mobile, telescoping conveyor may be used to load the CASP bay.
- Once the material is moved to the other CASP bay, the Gore® cover will be pulled into place and secured on all sides. The blower control system will be turned on and operated for a 2-week period. We assumed a volume reduction of 15% during the Phase 2 compost process.
- At the end of the 2-week period, the material will be removed from the CASP bay by a front-end loader and placed in a curing pile, using a stacking conveyor. The material will remain in the curing pile for 4 weeks.
- After curing, the material will be screened and placed in a finished compost stockpile for subsequent sale. A front-end loader and a stacking conveyor will be used for this step.

Other details are as follows:

- The CASP bays are 164 feet long by 26 feet wide by 11 feet high.
- The aisle between bays is 10 feet, toe to toe.

- A 50-foot access zone is provided in front of each CASP bay.
- Subgrade aeration trenches are provided, which also serve for contact water collection.
- Contact water will gravity flow to a sump, from which it will be pumped to an above-ground storage tank.

- **Wood**

General procedures for managing wood are as follows:

- Wood will be received and stockpiled in the OPF receiving area and/or the storage area.
- Wood will be fed into the grinder by an excavator or front-end loader. The grinder will discharge into the stacking conveyor, which will be used to build stockpiles of mulch for subsequent sale.

- **Product Storage Area**

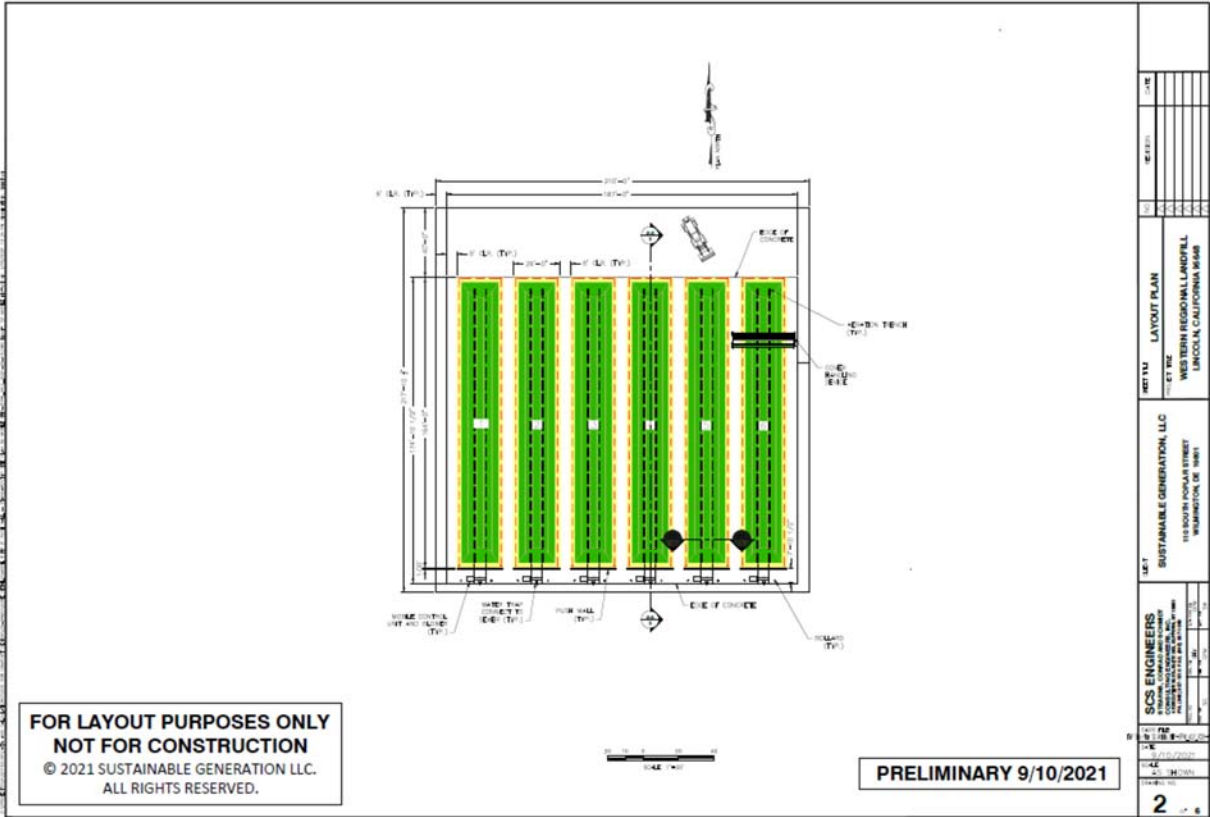
For estimating purposes, we assumed a finished compost stockpile width of 100 feet and height of 30 feet. The aisle between stockpiles is 10 feet, toe to toe. An access road width of 20 feet is required around the entire perimeter of the stockpiles.

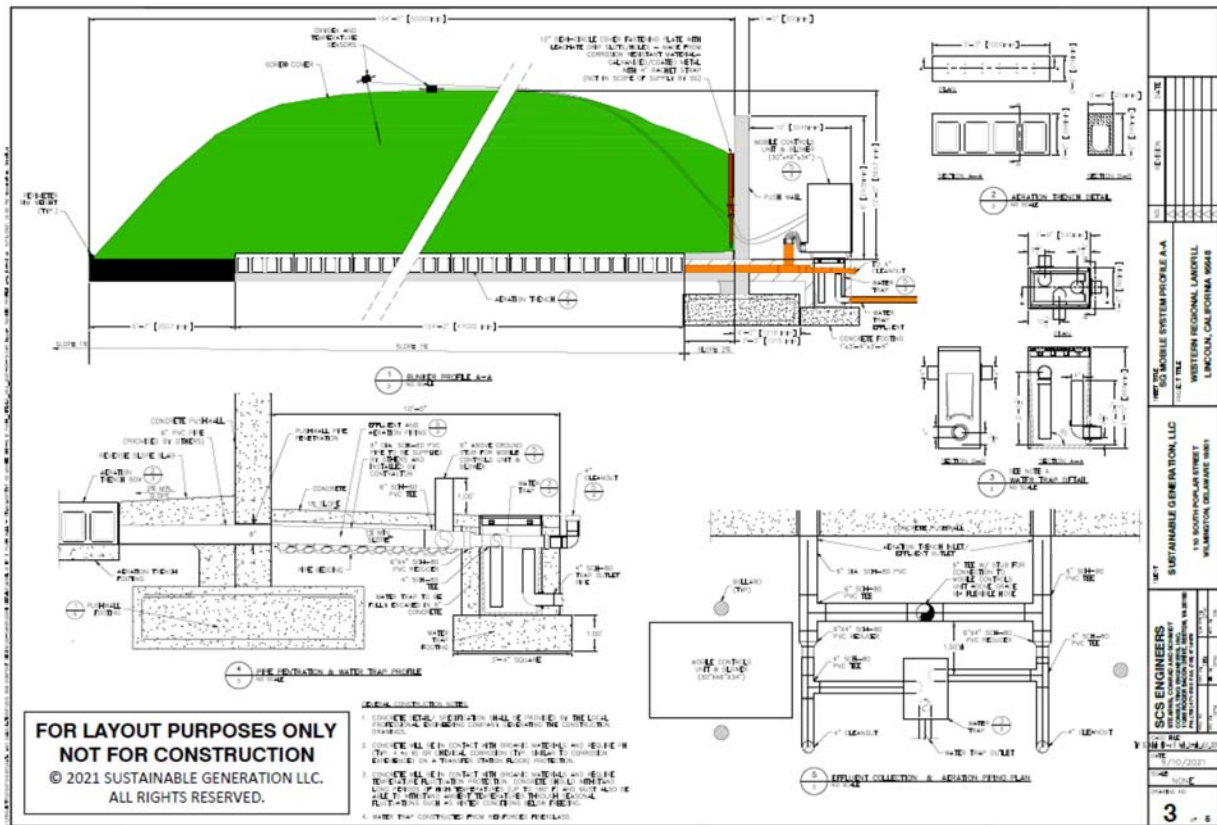
Composted food and green waste is screened when it is moved from the curing piles to the sales stockpiles. We assumed that 10% of the material mix is screened out and returned to the feedstock stockpile for re-use.

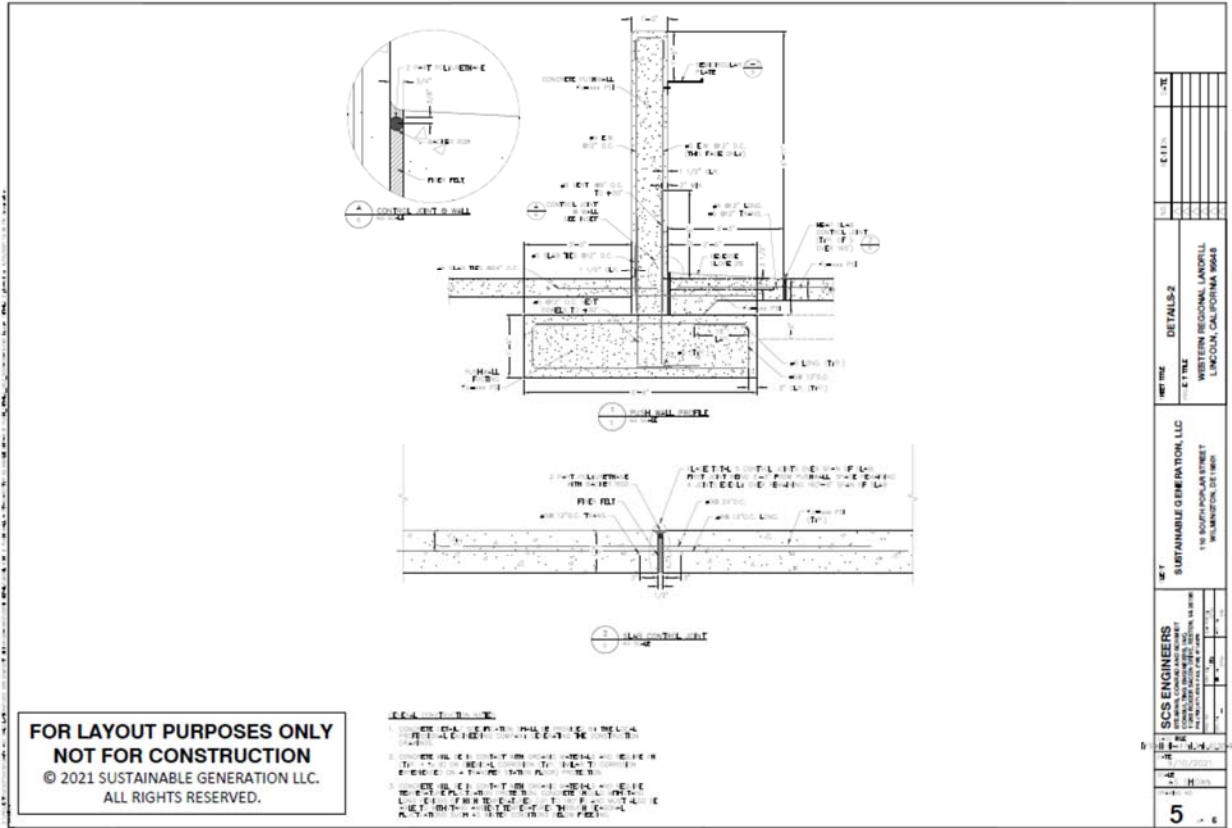
- **Water Management Plan**

Contact water from the MSW organics and food compost systems will be managed separately from all other water. Within the CASP bays, contact water will be collected by in-ground trenches, which will direct contact water to a below-ground, double-walled sump. Sump pumps will transfer the contact water to above-ground, single-wall tanks. Containment will be provided around the tanks. The contact water will be recycled into the compost process, if possible. Otherwise, the contact water will be combined with the landfill leachate for subsequent treatment and disposal.

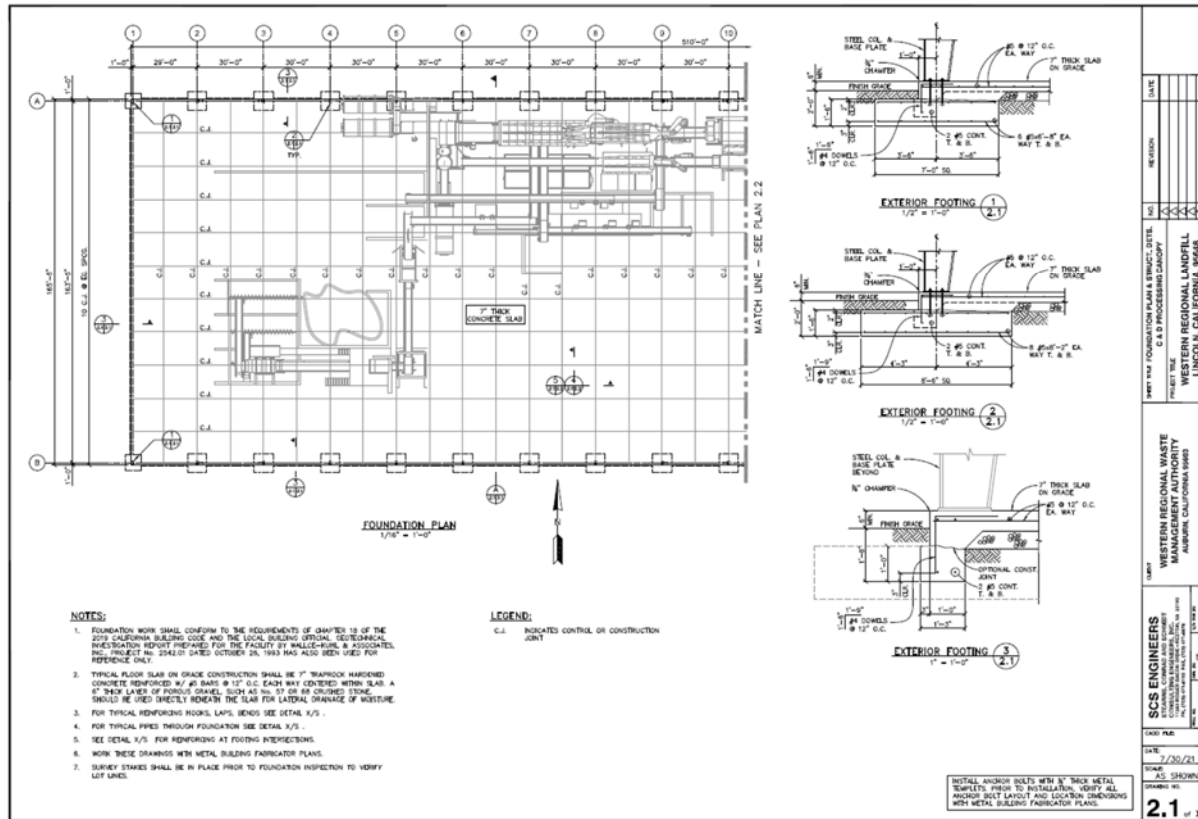
Detail on Gore covers

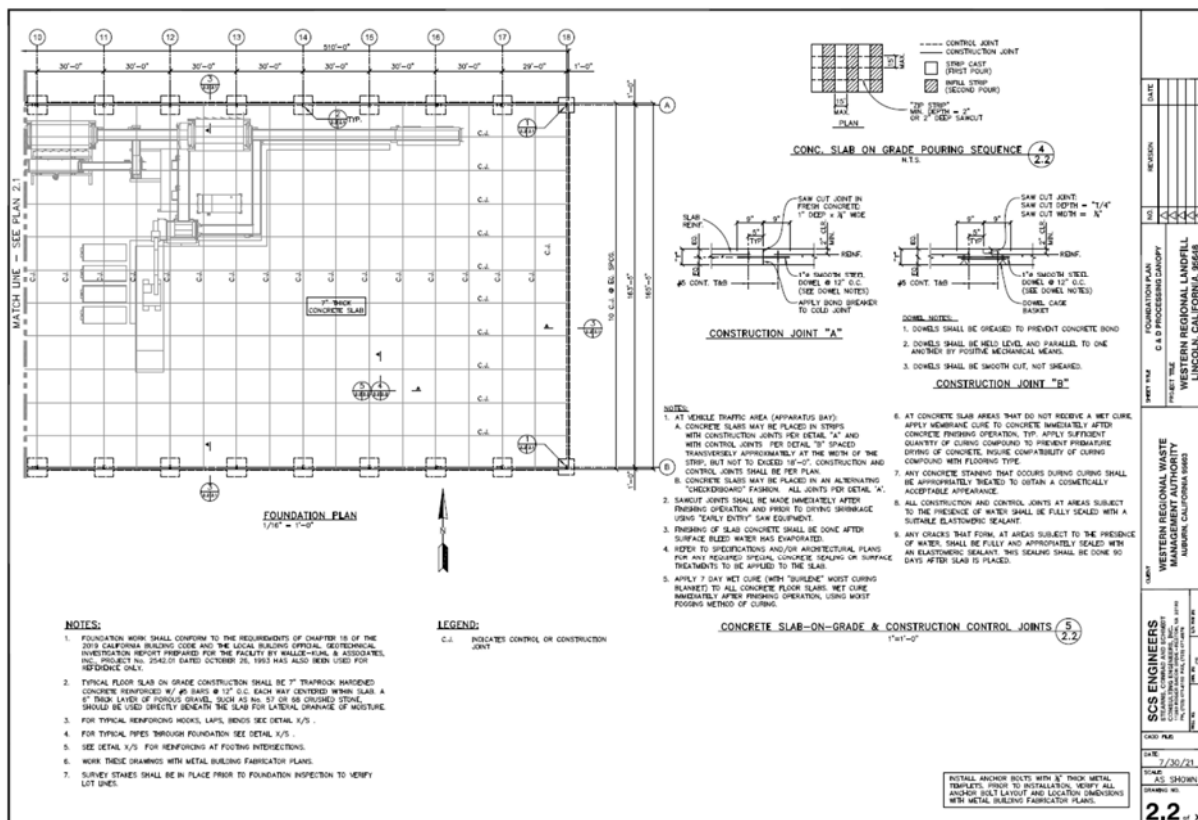




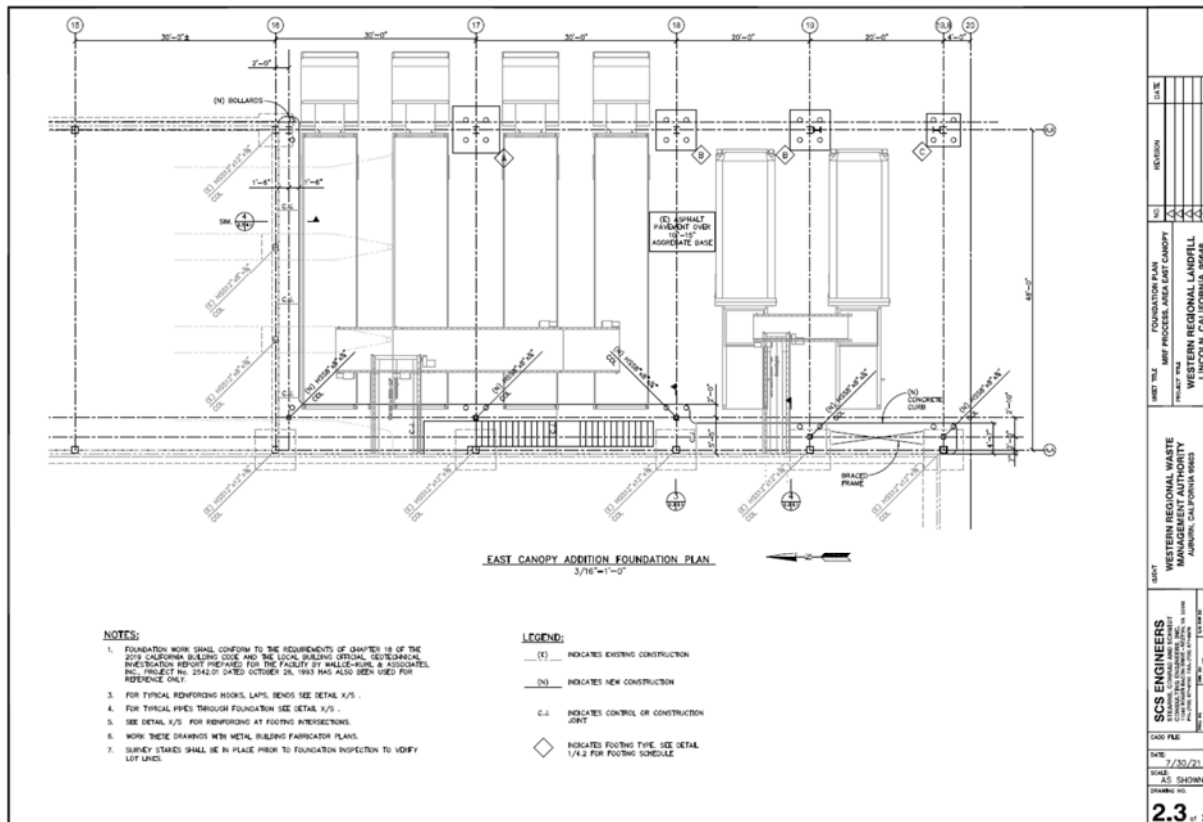


C&D canopy

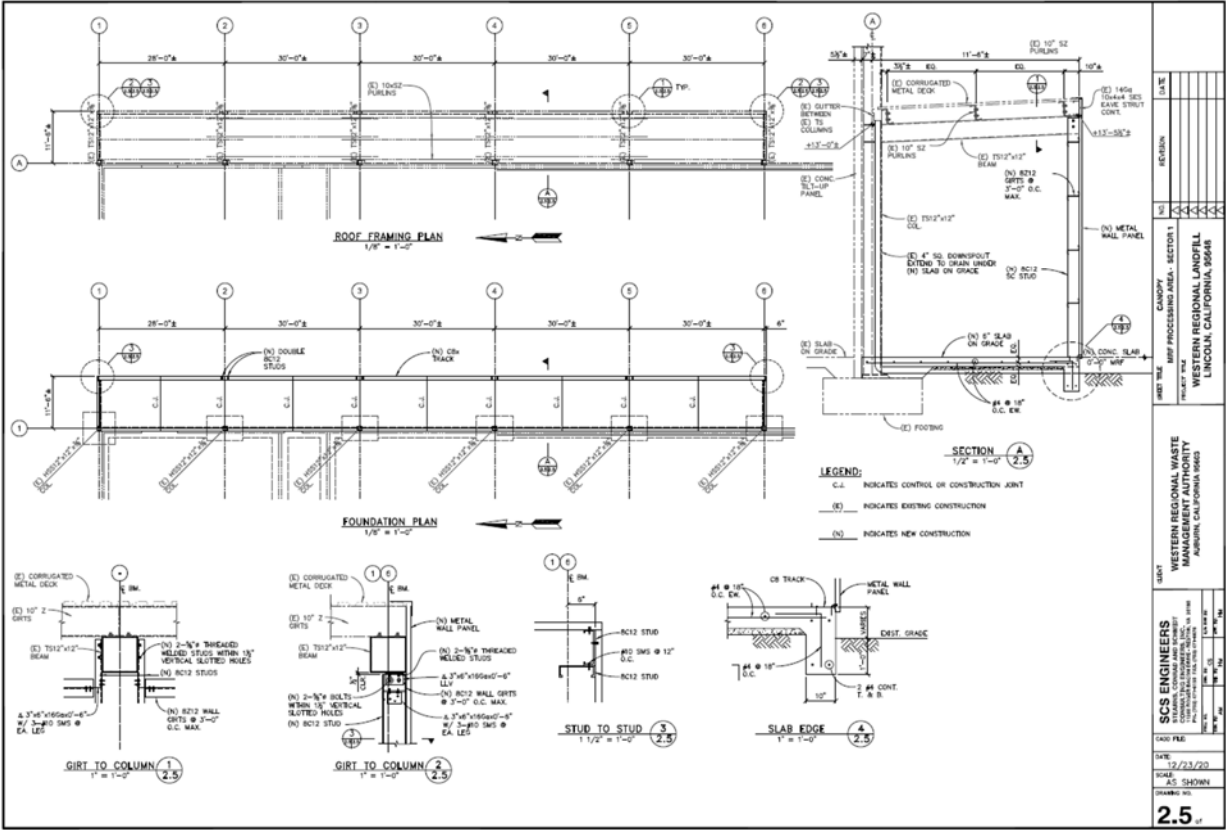


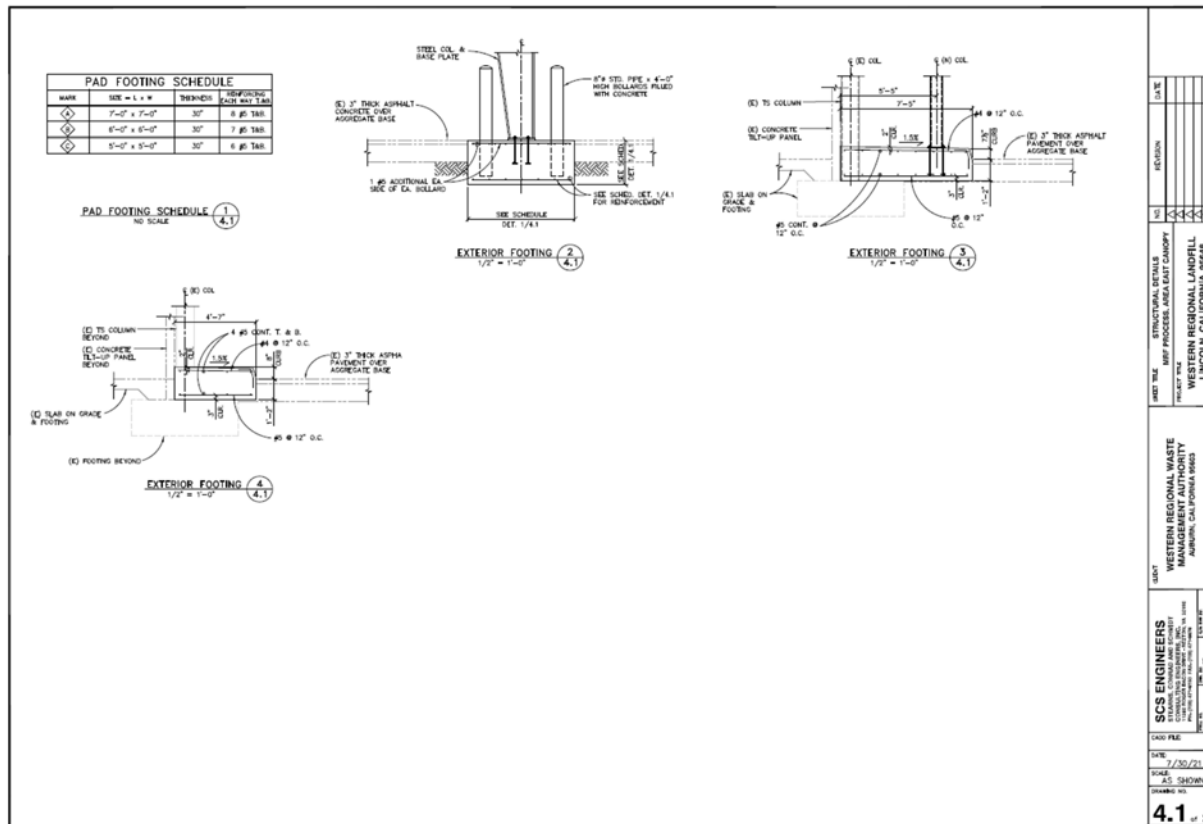


Residue Canopy



Maintenance Storage Canopy





1.10 Electrical Schematics and Power Requirements

The existing motor control center and existing switchboard inside the maintenance building will be demolished. Is it assumed this equipment also feeds the existing C&D facility that will be demolished, based on as-built drawings, and the physical location near the C&D facility.

The following major electrical equipment will be installed:

1. Two new switchboards, ratings as indicated on the Electrical Single Lines drawing, with associated circuits to power new process loads.
2. One new motor control center, rating as indicated on the Electrical Single Lines drawing, with associated circuits to power new process loads.
3. Relocation of an existing outdoor transformer that will power the new motor control center.
4. New small power 480V and 208V panelboards for lighting and general purpose receptacles for the new 4-bay maintenance shop and the new C&D facility.
5. New LED weather rated high bay light fixture and small lighting relay panel/photocell for the new C&D facility, new canopy extension at the existing MRF building, and at the new 4-bay maintenance shop.
6. Fire alarm modifications noted on the Fire Alarm Block Diagram for the existing MRF building that may/will be required because of the new processing equipment. This includes new fire alarm horn/strobes spaced for new egress paths established around the new process equipment, and some additional detectors and/or pull stations that may be necessary.

