

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

934



**FROM:** Waste Management Department

**SUBMITTAL DATE:**  
May 20, 2009

**SUBJECT:** Consultant Services Agreement for Preparation of Traffic and Air Quality Impact Analysis Report for the Edom Hill Transfer Station (EHTS) Solid Waste Facility Permit (SWFP) Revision Project.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. **Approve** Consultant Services Agreement for Preparation of Traffic and Air Quality Impact Analysis Report for the EHTS SWFP Revision Project between County of Riverside and Kunzman Associates; and
2. **Authorize** the Chairman of the Board to Execute the Agreement on behalf of Waste Management Department. (Continued)

Hans W. Kernkamp, General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$24,445	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS: Enterprise Fund Revenues</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Alex Gann

**County Executive Office Signature**

Consent     Policy  
 Consent     Policy

Dep't Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref.: 2009-02

District: 4

Agenda Number:

12.2

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED BY COUNTY COUNSEL  
 BY:   
 NEAL R. KIPNIS    DATE

Departmental Concurrence

**BACKGROUND:**

The Edom Hill Landfill was a non-hazardous, municipal solid waste disposal facility in operation from 1967 until it reached capacity and was closed to waste delivery and disposal in December 2004. The EHTS, which was built to replace the landfill when it closed, has been in operation since December 2004. Burrtec Recovery and Transfer, LLC. (Burrtec), operates the EHTS through a lease with the Waste Management Department.

The EHTS is currently permitted to accept up to 2,600 tons per day (tpd) of municipal solid waste, greenwaste, recyclables, and construction and demolition (C&D) waste. Recyclable materials, greenwaste and C&D wastes are removed from the waste stream for further processing, with residual solid waste transferred daily in 23-ton transfer trucks primarily to the Lamb Canyon Landfill, located approximately 38 miles away in Western Riverside County.

The project is a proposal to revise the SWFP for the EHTS to reflect the following changes:

- Increase permitted daily tonnages from 2,600 tons per day to 3,500 tons per day.
- Add an existing organics and C&D waste processing area to the permit area.
- Add organics processing and soil amendment activities to the list of permitted activities. This includes the blending of processed organic materials into soil amendments, with storage up to 90 days.
- Add composting to the permitted uses at the site.
- Increase the hours of operation for the acceptance of incoming material from 7:30 a.m. to 5:00 p.m. to 6:00 a.m. to 6:00 p.m. Monday through Saturday.
- Increase permitted acreage from 8.4 acres to 21.9 acres.

The Waste Management Department, on behalf of the County, as the California Environmental Quality Act (CEQA) lead agency, is preparing an Environmental Assessment (EA) to evaluate environmental impacts associated with the proposed Project. As such, a Traffic and Air Quality Impact Analysis Report is required to properly identify potential Traffic and Air Quality concerns resulting from the proposed Project.

A Request for Proposal (RFP), dated April 15, 2009, was transmitted to twenty four (24) consulting firms. The Waste Management Department received eight (8) proposals ranging in price from \$23,580 to \$62,102.

The consultant proposals were reviewed by the Department's Planning staff. Staff evaluated the proposals primarily based on experience with solid waste facilities, familiarity with the region's transportation system, knowledge of Greenhouse Gas Analysis, and an understanding of the work required by the Department. The Department, with the concurrence of Burrtec, selected Kunzman Associates. Kunzman Associates' proposal was the second lowest bid at \$24,445, and they scored the highest during the Department's evaluation. Therefore, Kunzman Associates is recommended to prepare the Traffic and Air Quality Impact Analysis Report for the Project.

**Form 11: Consultant Services Agreement for Preparation of Traffic/Air Quality  
Impact Analysis Report for the EHTS SWFP Revision Project  
BOS Meeting Date: June 9, 2009  
Page 3**

Burrtec has made an initial deposit of \$10,908 to cover staff costs in preparing the EA and consultant selection. Pursuant to Burrtec's concurrence letter (attached), Burrtec shall make an additional deposit of \$24,445 to cover the cost of the Traffic/Air Quality Analysis Report within two (2) days of Board approval of the contract.

Attachment: Burrtec Concurrence Letter  
Consultant Services Agreement

 **Riverside County**  
**Waste Management Department**

*Hans W. Kernkamp, General Manager-Chief Engineer*

May 21, 2009

COUNTY OF RIVERSIDE  
WASTE MANAGEMENT  
09 MAY 29 AM 8:59

Frank Orlett, General Manager  
Burrtec Waste & Recycling  
41-575 Eclectic Street  
Palm Desert, CA 92260

**Re: Edom Hill Transfer Station Solid Waste Facility Permit Revision Project -  
Consultant Selection for Preparation of Air/Traffic Impact Report**

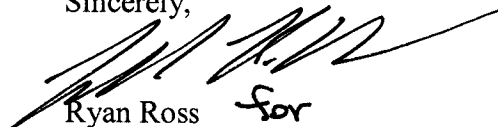
Dear Mr. Orlett:

This is a letter to inform you that the Riverside County Waste Management Department (Department) has concluded its consultant selection process. After careful consideration and evaluation, Kunzman Associates has been selected to prepare the Air/Traffic Impact Report for the Edom Hill Transfer Station Solid Waste Facility Permit Revision Project at a cost of \$24,445.

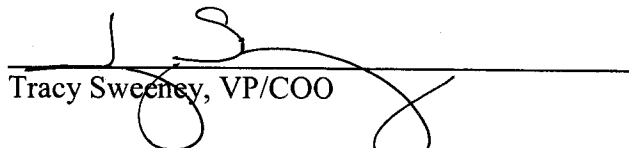
It is the opinion of the Department that, of the eight (8) firms that submitted proposals and were considered, Kunzman Associates is best suited to prepare a quality and legally-defensible Air/Traffic Impact Report. It would be appreciated if you would indicate your concurrence with this selection on behalf of Burrtec Waste & Recycling, as operator of the Edom Hill Transfer Station and responsible party for expenses incurred for the Project, by signing and returning the enclosed copy of this letter.

In order to cover forthcoming consulting invoices, please remit a check in the amount of \$24,445 within two days of Board approval of the contract, estimated to occur on June 9, 2009. The check should be made payable to the Riverside County Waste Management Department and sent to the attention of Accounts Receivable at the address identified on this letterhead.

Sincerely,

  
Ryan Ross *for*  
Planner IV

**I concur with the selection of Kunzman Associates to prepare the Air/Traffic Impact Report at a cost of \$24,445.**

  
Tracy Sweeney, VP/COO

PD#77468



1 3.2 It is mutually agreed and understood that the obligation of the COUNTY is limited by  
2 and contingent upon the availability of COUNTY of Riverside funds for the reimbursement of  
3 CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, COUNTY  
4 shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated  
5 and have no further force and effect immediately on receipt of COUNTY'S notification by  
6 CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to  
7 reimbursement of its costs for completed tasks in accordance with Section 4, COMPENSATION.

8 **4. COMPENSATION**

9 The total amount of compensation paid to the CONSULTANT for all services under this  
10 Agreement (including expenses) shall be in the amount of \$24,445 unless a written amendment is  
11 executed by both parties prior to performance of additional services. CONSULTANT agrees that in  
12 case of amendments to this agreement extending or modifying services, the costs described in Exhibit  
13 2 shall remain unchanged during the time of performance. If necessary, compensation for additional  
14 services shall be broken down into specific tasks and identified costs. Compensation is generally  
15 broken down by the following tasks and identified costs:

16 **Tasks/Costs**

17	• Traffic Impact Analysis Report	\$ 12,570
18	• Air Quality Impact Analysis Report	\$ 8,340
	• Meetings	\$ 3,535
19		
20	<b>Costs Not To Exceed</b>	<b>\$ 24,445</b>

21 **5. PAYMENT**

22 The CONSULTANT may bill the COUNTY for specified compensation, not to exceed the  
23 annual allocation of funding, as the aforementioned tasks are deemed complete by the COUNTY.  
24 Payment shall then be made by the COUNTY within 30 days of receiving an invoice for said  
25 compensation.

1 **6. LICENSES**

2 CONSULTANT, its employees, agents, contractors, and subcontractors shall maintain professional  
3 licenses required by the laws of the State of California at all times while performing services under  
4 this Agreement.

5 **7. PERMITS AND RIGHTS-OF-ENTRY**

6 COUNTY will provide any and all necessary permits and rights-of-entry, as required for the  
7 CONSULTANT to perform the proposed services. CONSULTANT will prosecute the work in a  
8 manner to minimize inconvenience and any possible hazard to any COUNTY operation.  
9 CONSULTANT shall be responsible for the protection of public and private property adjacent to the  
10 work and shall exercise due caution to avoid damage to such property.

11 **8. INSURANCE**

12 CONSULTANT shall maintain in force at all times during the performance of this Agreement  
13 insurance policies which have the following minimum coverages: General liability insurance in the  
14 amount of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; professional liability  
15 insurance in the amount of \$1,000,000; workers' compensation insurance in accordance with  
16 California law; and if motor vehicles are used, not less than \$1,000,000 combined single limit motor  
17 vehicle insurance for damage to property and injury to persons. Certificates of insurance satisfactory  
18 to COUNTY evidencing the maintenance of such insurance coverage shall be required prior to the  
19 start of services under this Agreement. COUNTY shall be given notice, in writing, at least thirty (30)  
20 days in advance of cancellation, modification or reduction in coverage. All insurance shall be with  
21 companies admitted to issue such coverage in the State of California.

22 **9. CONSULTANT'S LIABILITY**

23 CONSULTANT shall defend, save, indemnify and hold COUNTY OF RIVERSIDE and  
24 RIVERSIDE COUNTY WASTE RESOURCES MANAGEMENT DISTRICT, its officers,  
25 employees, and agents free and harmless from any liability, damage, claim, or action (including,

1 wrongful death) based upon a negligent act or omission of CONSULTANT, its employees,  
2 contractors or agents directly resulting from the accomplishment of the work or performance of  
3 services under this Agreement. As part of the foregoing indemnity, CONSULTANT agrees to  
4 protect and defend at its own expense (including reasonable attorney fees) COUNTY, its officers,  
5 agents, and employees in any legal action based upon any such act or omission.

6 **10. WORK PRODUCT**

7 All data, drawings, logs, and reports prepared by CONSULTANT shall be and remain the sole  
8 property of COUNTY.

9 **11. TERMINATION**

10 This Agreement may be terminated by either CONSULTANT or COUNTY upon written  
11 notice to the other party in the event of substantial failure of performance by the other party, or in the  
12 event the COUNTY shall elect to abandon or indefinitely postpone the project. In the event the  
13 COUNTY abandons or indefinitely postpones the project and gives notice of termination, the  
14 COUNTY shall make payment for all services performed to the date of written notice in a total  
15 amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement  
16 as the services actually performed bear to the total services necessary for performance of this  
17 Agreement.

18 **12. INDEPENDENT CONTRACTOR**

19 CONSULTANT and its employees and agents shall act at all times in an independent capacity  
20 with regard to performance of services or work rendered pursuant to this Agreement; and  
21 CONSULTANT and its employees and agents shall not act as, shall not be, and shall not in any  
22 manner be considered to be agents, officers, or employees of COUNTY. There shall be no employer-  
23 employee relationship between COUNTY and CONSULTANT; and CONSULTANT and its  
24 employees and agents shall not be entitled to any benefits payable to COUNTY employees.  
25 CONSULTANT is responsible for payment and deduction of all employment-related taxes on

1 CONSULTANT's behalf and for CONSULTANT's employees, including but not limited to all  
2 federal and state income taxes and withholdings. COUNTY shall not be required to make any  
3 deductions from compensation payable to CONSULTANT for these purposes. CONSULTANT shall  
4 indemnify COUNTY for any and all federal or state withholding or retirement payments which  
5 COUNTY may be required to make pursuant to federal or state law. The sole interest and  
6 responsibility of COUNTY is to assure that the services covered by this Agreement shall be  
7 performed and rendered in a competent and efficient manner.

8 **13. GOVERNING LAW; JURISDICTION**

9 This Agreement shall be governed by the laws of the State of California. Any legal action  
10 related to the performance or interpretation of this Agreement shall be filed only in the Superior  
11 Court for the State of California located in Riverside, California.

12 **14. ASSIGNMENT**

13 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the  
14 prior written consent of COUNTY.

15 **15. NON-DISCRIMINATION**

16 CONSULTANT shall not discriminate in its recruiting, hiring, promotion, demotion or  
17 termination practices on the basis of race, religious creed, color, national origin, ancestry, physical  
18 handicap, medical condition, marital status or sex in the performance of this contract, and, to the  
19 extent they shall be found to be applicable hereto, shall comply with the provisions of the California  
20 Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and the Federal  
21 Civil Rights Act of 1964 (P.L. 88-352).

1 **16. ENTIRE AGREEMENT**

2 This Agreement constitutes the entire agreement between COUNTY and CONSULTANT.  
3 Each party represents that in entering this Agreement it does not rely on any previous oral or implied  
4 representation, inducement or understanding of any kind or nature.

5 **RECOMMENDED FOR APPROVAL:**

6  
7 RIVERSIDE COUNTY  
8 WASTE MANAGEMENT DEPARTMENT


9 By:   
10 HANS W. KERKAMP  
11 General Manager - Chief Engineer

12 Dated: MAY 22, 2009

13  
14 **COUNTY OF RIVERSIDE**

15 **KUNZMAN ASSOCIATES**

16  
17 By: \_\_\_\_\_  
18 Chairman, Board of Supervisors

16 By:   
17 William Kunzman, Principal  
18 Carl Ballard, Principal Associate

19 Dated: \_\_\_\_\_

19 Dated: 6/1/09

20 **ATTEST:**

21 By: \_\_\_\_\_  
22 KECIA HARPER-IHEM  
23 Clerk of the Board

24 Dated: \_\_\_\_\_

25 PD #77663v2

FORM APPROVED COUNTY COUNSEL

BY:  DATE \_\_\_\_\_  
NEAL R. KIPNIS

April 15, 2009

**REQUEST FOR PROPOSAL (RFP)**  
**For a Traffic and Air Quality Impact Analysis**  
**For the Edom Hill Transfer Station SWFP Revision Project in Riverside County**

The Riverside County Waste Management Department (RCWMD) is requesting proposals from qualified firms for the preparation of a Traffic and Air Quality Impact Analysis (Analysis), in accordance with the Scope of Work, to evaluate the proposed Edom Hill Transfer Station (EHTS) SWFP Revision Project (Project). Information contained within the Analysis will be used in the preparation of an Environmental Assessment (EA). All proposals must be received by the RCWMD by 5:00 p.m. on Wednesday, April 29, 2009. Postmarks are not accepted.

Two (2) bound copies of the proposal, as well as one (1) copy on CD (PDF Format), should be submitted to:

Riverside County Waste Management Department  
Attn: Ryan Ross, Planner IV  
14310 Frederick Street  
Moreno Valley, CA 92553



Dan Rockholt, AICP  
Principal Planner

apr 15, 2009  
Date

Note: The Riverside County Waste Management Department reserves the right to reject any or all proposals and/or modify the scope of the proposal submitted. The release of the RFP is not a commitment to award.

# Edom Hill Transfer Station SWFP Revision Project

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### Exhibits:

1. Vicinity Map
2. Site Map

### List of Acronyms

ABOP	Anti-Freeze, Batteries, Oil, and Paint
ARB	California Air Resources Board
C&D	Construction and Demolition Waste
EHTS	Edom Hill Transfer Station
EA	Environmental Assessment
GHG	Green House Gas
NOE	Notice of Exemption
PCE	Passenger Car Equivalent
RCWMD	Riverside County Waste Management Department
RFP	Request for Proposal
SCAQMD	South Coast Air Quality Management District
SWFP	Solid Waste Facility Permit
TPD	Tons per Day

## **Section A. DESCRIPTION OF WORK**

### **Project Site**

Burrtec Recovery and Transfer, LLC., operates the existing EHTS through a lease with the RCWMD consisting of 21.9 acres. The facility is situated on approximately 9.4 acres within the property limits of the closed Edom Hill Landfill, with the remaining 12.5 acres used for an Organics Processing Area, immediately west of the facility. The EHTS is located at 70-100A Edom Hill Road, immediately east of Cathedral City limits, in an unincorporated area of eastern Riverside County (refer to Exhibit 1: Vicinity Map). The project site is accessed from Interstate 10 via Date Palm Drive, north to Varner Road, northwest to Edom Hill Road, and east to Edom Hill Landfill.

The EHTS is a 40,000 square foot building with support uses including two 70-foot truck scales, a scalehouse, hazardous waste storage area, and parking lots. An Organics Processing Area has been constructed immediately west of the transfer station. It includes a 20,000 square foot paved tipping pad and a graveled processed material storage area (refer to Exhibit 2: Site Map).

### **Project Background**

The Edom Hill Landfill was a non-hazardous, unlined, municipal solid waste disposal facility (Class III landfill per Title 27, California Code of Regulations [CCR] §20240 through §20260) in operation from 1967 until it reached capacity and was closed to waste delivery and disposal in December 2004. The EHTS, which was built to replace the landfill when it closed, has been in operation since December 2004.

A Mitigated Negative Declaration EA No. 38595 (State Clearinghouse No. 2002051067), certified by the Riverside County Board of Supervisors on August 13, 2002, was prepared for the development of the EHTS. A Notice of Exemption (NOE) was prepared in September 2007 to allow greenwaste grinding and processing at EHTS and to enlarge the lease area to 21.9 total acres.

The EHTS is currently permitted to accept up to 2,600 tons per day (tpd) of municipal solid waste, greenwaste, recyclables, and construction and demolition (C&D) waste. Recyclable materials, greenwaste and C&D wastes are removed from the waste stream for further processing, with residual solid waste transferred daily in 23-ton transfer trucks primarily to the Lamb Canyon Landfill, located approximately 38 miles away in Western Riverside County.

### **Project Description**

The project is a proposal to revise the SWFP for the EHTS to reflect the following changes:

- Increase permitted daily tonnages from 2,600 tons per day to 3,500 tons per day.
- Add the existing organics and C&D waste processing area to the permit area.
- Add organics processing and soil amendment activities to the list of permitted activities. This includes the blending of processed organic materials into soil amendments, with storage up to 90 days.
- Add composting to the permitted uses at the site.
- Increase the hours of operation for the acceptance of incoming material from 7:30 a.m. to 5:00 p.m. to 6:00 a.m. to 6:00 p.m. Monday through Saturday.
- Increase permitted acreage from 8.4 acres to 21.9 acres.

Proposed		Change from existing condition	
		PCE Conversion Factor	Daily trips
Collection	97	2.5	485
Large Self	34	1	67
Small Self	100	1	199
Transfer	37	3.5	259
employees	9	1	18
<b>Total</b>	<b>276</b>	<b>Additional Daily Trips</b>	<b>1029</b>

- b) Establish Baseline condition using existing data and prior traffic study. Evaluate impacts from additional trips for study area as defined in prior traffic study.
- c) Refinement of assumptions and detailed information regarding trip destinations by waste type shall be discussed during kick-off meeting.
- d) Assess project impacts against appropriate thresholds, and recommend appropriate mitigation measures as necessary.

**Add/Alternate**

- e) If necessary, conduct traffic counts at key intersections within study area to update previous traffic study. The cost of this task should be separately identified in the proposal.

2) Air Quality Impact Analysis

An air quality study is required to determine if the change in operations at the EHTS (i.e., increased equipment and usage, increased vehicle trips, and organics processing) will result in increases in air quality emissions above regulatory thresholds.

**The air quality study will need to:**

- a) Assess impacts from the proposed project with respect to federal and state ambient air quality standards and SCAQMD rules, regulations, and daily emission thresholds. The study shall focus upon the increased emissions that may result from implementation of the Project, utilizing the Air Quality analysis conducted for the previous EA (SCH No.2002051067) to establish baseline levels for the existing operation. Evaluate existing mitigation measures being implemented to determine if additional measures need to be implemented to reduce Project impacts to a less than significant level.

Edom Hill Transfer Station Proposed Equipment Summary				
Location	Type	Number	Model	Horsepower
Transfer Station	Wheeled Loader	2	Cat 966	262
Transfer Station	Skid Steer Loader	1	Cat 252B	71
Transfer Station	Skid Steer Loader	1	Bobcat S300	81
Greenwaste	Wheeled Loader	2	Volvo L120	241
Greenwaste	Horizontal Grinder - Diesel	1	-	1000
Greenwaste	Trommel Screen - Diesel	1	-	120

5. Coordinating with the Consultant regarding work meetings.
6. Before a Consultant is selected, notify all Consultants responding to the RFP of any issues raised by another Consultant regarding the RFP.
7. Notifying Consultants of any action taken by the RCWMD in regard to this RFP.

### **Section B: PROPOSAL SUBMITTAL**

All proposals shall be signed by an authorized agent. **Two (2) bound copies, and one (1) CD (PDF format) shall be submitted. No faxed or emailed proposals will be accepted. Postmarks will not be accepted.**

**ALL PROPOSALS MUST BE SENT TO:** Riverside County Waste Management Department  
Attn: Ryan Ross, Planner IV  
14310 Frederick Street  
Moreno Valley, CA 92553  
Ph: 951-486-3351  
Email: [rmross@co.riverside.ca.us](mailto:rmross@co.riverside.ca.us)

### **General Requirements**

All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a cover letter with a certification of intent to meet the requirements specified.

The cover letter of a responsive proposal must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.

The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.

Late proposals shall not be accepted. Postmarks will not be accepted in lieu of this requirement.

The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process.

### **Proposal Requirements**

Two (2) bound copies of the proposal, and one (1) electronic copy, must be submitted that reflect a clear understanding of the workscope to be performed and include the following information:

1. Resumes of your firm(s), the project manager, key technical staff and any sub-consultants you plan to employ. Work on previous projects with similar worksopes should be highlighted, along with references from at least three firms for whom you have provided similar services with telephone numbers included. An organizational and

## Section C: PROPOSAL EVALUATION AND CONSULTANT SELECTION

### Evaluation Criteria

The RCWMD will select the most qualified proposal based on the following factors. Responses to the RFP should address these qualities and indicators:

- A. Understanding of the work required by the RCWMD
- B. Quality and responsiveness of the proposal
- C. Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the RCWMD
- D. Recent experience in successfully performing similar services
- E. Proposed approach in completing the work
- F. References
- G. Background and related experience of the specific individuals to be assigned to this project.

### Consultant Selection

Contract award will be based on a combination of factors that represent that best overall value for completing the work outlined in the workscope as determined by the RCWMD, including: the written proposal criteria noted above; results of background and reference checks; and proposed compensation.

After evaluating the proposals and discussing them further with the finalists or the tentatively selected Consultant, the RCWMD reserves the right to further negotiate the proposed Scope of Work and/or method and amount of compensation.

### Tentative Project Schedule

Action Items	Completion Date
A. Issue RFP	April 15, 2009
B. Closing Date to Receive Proposals	April 29, 2009
C. RCWMD to Complete Proposal Evaluations	May 6, 2009
D. Select Consultant	May 7, 2009
E. Kickoff Meeting	week of May 11 <sup>th</sup>
F. Meeting	TBD
G. Complete Draft Traffic/Air Impact Analysis Report	June 19, 2009
H. Prepare Final Traffic/Air Impact Analysis Report (if required, responding to RCWMD comments)	July 6, 2009

### Start and Completion of Work

1. **Contract Schedule.** The above schedule, as well as meeting dates needed in the future, may be modified with the mutual consent of the RCWMD and the Consultant.
2. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Consultant as part of the work or services under these specifications shall become the permanent property of the RCWMD, and shall be delivered to the RCWMD upon demand.

## Section D: GENERAL TERMS AND CONDITIONS

### COUNTY OF RIVERSIDE GENERAL CONDITIONS - PERSONAL/PROFESSIONAL SERVICES

**GENERAL** - The services set forth in this bid/agreement shall be furnished by bidder/seller subject to all the terms and conditions listed here in which bidder/seller in accepting an order agrees to be bound by and to comply with in all particulars. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or the beginning of performance of all or any portion of the services herein shall constitute unqualified acceptance of all these terms and conditions.

**TERMS - Contracting Officer** - The County has designated the Purchasing Agent and Assistant Purchasing Agent as the Contracting Officers.

**County Contract Administrator** - Shall be designated at time of contractual award.

**1.0 ASSIGNMENT** - The contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the County.

**2.0 PUBLICATION REPRODUCTION AND USE OF MATERIAL** - No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**3.0 HOLD HARMLESS/INDEMNIFICATION** - CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

**3.1** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CONTRACTOR written notice within a

**COUNTY OF RIVERSIDE**  
**GENERAL CONDITIONS - PERSONAL/PROFESSIONAL SERVICES (Cont.)**

**7.0 INSPECTION OF SERVICE** - All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The contractor shall provide adequate cooperation to any inspector assigned by the County to permit him/her to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspections by the County shall be made in such a manner as to not unduly interfere with Contractor performance. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to: (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed.

**7.1** In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service is in conformity with specifications and requirements of the contract, the County shall have the right to either: (A) have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services. If County chooses alternative (A), the County may withhold such costs from any amounts still owed to Contractor under this or any other contractual agreements with County; or (B) terminate this contract for default as provided in the Termination Clause.

**8.0 TERMINATION** - County may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**8.1** County may, upon five (5) days written notice, terminate this agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, the County may proceed with the work in any manner deemed proper to County.

**8.2** After receipt of the Notice of Termination pursuant to paragraph A or B above, CONTRACTOR shall:

- a.) Stop all work under this Agreement on the date specified in the Notice of Termination.
- b.) Transfer to County and deliver in the manner, and to the extent, if any, as directed by County, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to County;

**8.3** After termination pursuant to paragraph A or B above, County shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement.

**COUNTY OF RIVERSIDE**  
**GENERAL CONDITIONS - PERSONAL/PROFESSIONAL SERVICES (Cont.)**

as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results. The CONTRACTOR agrees to indemnify COUNTY for any and all Federal/State withholding or State retirement payments, which COUNTY may be required to make by Federal or State government. If for any reason CONTRACTOR is determined not to be an independent CONTRACTOR to COUNTY carrying out the terms of this Agreement, such indemnification shall be paid in full to COUNTY upon sixty (60) days written notice to CONTRACTOR of a Federal and/or State determination that such payment is required.

**12.0 NON-DISCRIMINATION** - Contractor shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical conditions, marital status, age or sex in the performance of this contract, and, to the extent they shall apply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and the Federal Civil Rights Act of 1964 (P.L 88-352).

**13.0 SUBCONTRACT FOR WORK OR SERVICES** - No contract shall be made by the Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the County Contract Administrator but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder, or for parties named in the proposal and agreed to under any resulting contract.

**14.0 INTEREST OF CONTRACTOR** - The Contractor covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

**15.0 CONDUCT OF CONTRACTOR -**

- A. The Contractor agrees to inform the County of all the Contractor's interest, if any, which are or which the Contractor believes to be incompatible with any interest of the County.
- B. The Contractor shall not, under circumstances, which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- C. The Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his contract. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of contractors or subcontractors in advance of official announcement.
- D. The Contractor or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to County employees.

COUNTY OF RIVERSIDE  
GENERAL CONDITIONS - PERSONAL/PROFESSIONAL SERVICES (Cont.)

**18.4 Professional Liability Insurance:**

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

**18.5 General Insurance Provisions - All lines:**

- a). Any insurance carrier providing insurance coverage here under shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b). The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c). CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

**COUNTY OF RIVERSIDE**  
**GENERAL CONDITIONS - PERSONAL/PROFESSIONAL SERVICES (Cont.)**

**23.1** CONTRACTOR further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

**24.0 OSHA Regulations** - CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

**25.0 Conflict Of Interest** - CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

**26.0 Contractor's Responsibility** - It is understood that the CONTRACTOR has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the COUNTY relies on upon the CONTRACTOR'S representations about its skills, experience and knowledge to perform the CONTRACTOR'S services in a competent manner. Acceptance by the COUNTY of the services to be performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for the work performed.

**26.1** It is further understood and agreed that the CONTRACTOR is apprised of the scope of the work to be performed under this Agreement and the CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

**27.0 Monitoring** - CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

**28. Confidentiality** - The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**28.1** The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulations(s) promulgated under this

**Section E- SAMPLE CONTRACT AGREEMENT-(NOT A CONTRACT FOR WORK)**  
**CONSULTANT SERVICES AGREEMENT**

This Consultant Services Agreement (hereinafter called "Agreement") is entered into by and between the COUNTY OF RIVERSIDE, on behalf of its Waste Management Department (hereinafter called "COUNTY"), and INSERT NAME, (hereinafter called "CONSULTANT").

**1. SCOPE OF PROJECT**

The CONSULTANT shall perform the following services for the COUNTY, in accordance with COUNTY's Request for Proposal, dated INSERT DATE, attached hereto as Exhibit A to the Agreement, and the CONSULTANT'S Proposal, dated INSERT DATE, attached hereto as Exhibit B to the Agreement, and as outlined in this Agreement:

**2. SCOPE OF SERVICES**

The CONSULTANT shall furnish all tools, equipment, facilities, materials, and labor necessary to perform in a complete, skillful, and professional manner all those services described in Exhibit A and Exhibit B.

**3. TIME OF PERFORMANCE**

3.1 The CONSULTANT shall commence performance of service following execution of this Agreement, as mutually agreed upon by the parties.

3.2 It is mutually agreed and understood that the obligation of the COUNTY is limited by and contingent upon the availability of COUNTY of Riverside funds for the reimbursement of CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of COUNTY'S notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs for completed tasks in accordance with Section 4, COMPENSATION.

8. **INSURANCE**

CONSULTANT shall maintain in force at all times during the performance of this Agreement insurance policies which have the following minimum coverages: General liability insurance in the amount of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; professional liability insurance in the amount of \$1,000,000; workers' compensation insurance in accordance with California law; and if motor vehicles are used, not less than \$1,000,000 combined single limit motor vehicle insurance for damage to property and injury to persons. Certificates of insurance satisfactory to COUNTY evidencing the maintenance of such insurance coverage shall be required prior to the start of services under this Agreement. COUNTY shall be given notice, in writing, at least thirty (30) days in advance of cancellation, modification or reduction in coverage. All insurance shall be with companies admitted to issue such coverage in the State of California.

9. **CONSULTANT'S LIABILITY**

CONSULTANT shall defend, save, indemnify and hold COUNTY OF RIVERSIDE and RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT, its officers, employees, and agents free and harmless from any liability, damage, claim, or action (including, wrongful death) based upon a negligent act or omission of CONSULTANT, its employees, contractors or agents directly resulting from the accomplishment of the work or performance of services under this Agreement. As part of the foregoing indemnity, CONSULTANT agrees to protect and defend at its own expense (including reasonable attorney fees) COUNTY, its officers, agents, and employees in any legal action based upon any such act or omission.

10. **WORK PRODUCT**

All data, drawings, logs, and reports prepared by CONSULTANT shall be and remain the sole property of COUNTY.

11. **TERMINATION**

This Agreement may be terminated by either CONSULTANT or COUNTY upon written

14. **ASSIGNMENT**

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of COUNTY.

15. **NON-DISCRIMINATION**

CONSULTANT shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this contract, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and the Federal Civil Rights Act of 1964 (P.L. 88-352).

16. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between COUNTY and CONSULTANT. Each party represents that in entering this Agreement it does not rely on any previous oral or implied representation, inducement or understanding of any kind or nature.

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_

Dated: \_\_\_\_\_

**COUNTY OF RIVERSIDE**

**CONSULTANT'S NAME**

By \_\_\_\_\_  
Chairman, Board of Supervisors

By \_\_\_\_\_  
Name, Title

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Clerk of the Board

# EDOM HILL TRANSFER STATION & CLOSED LANDFILL VICINITY MAP

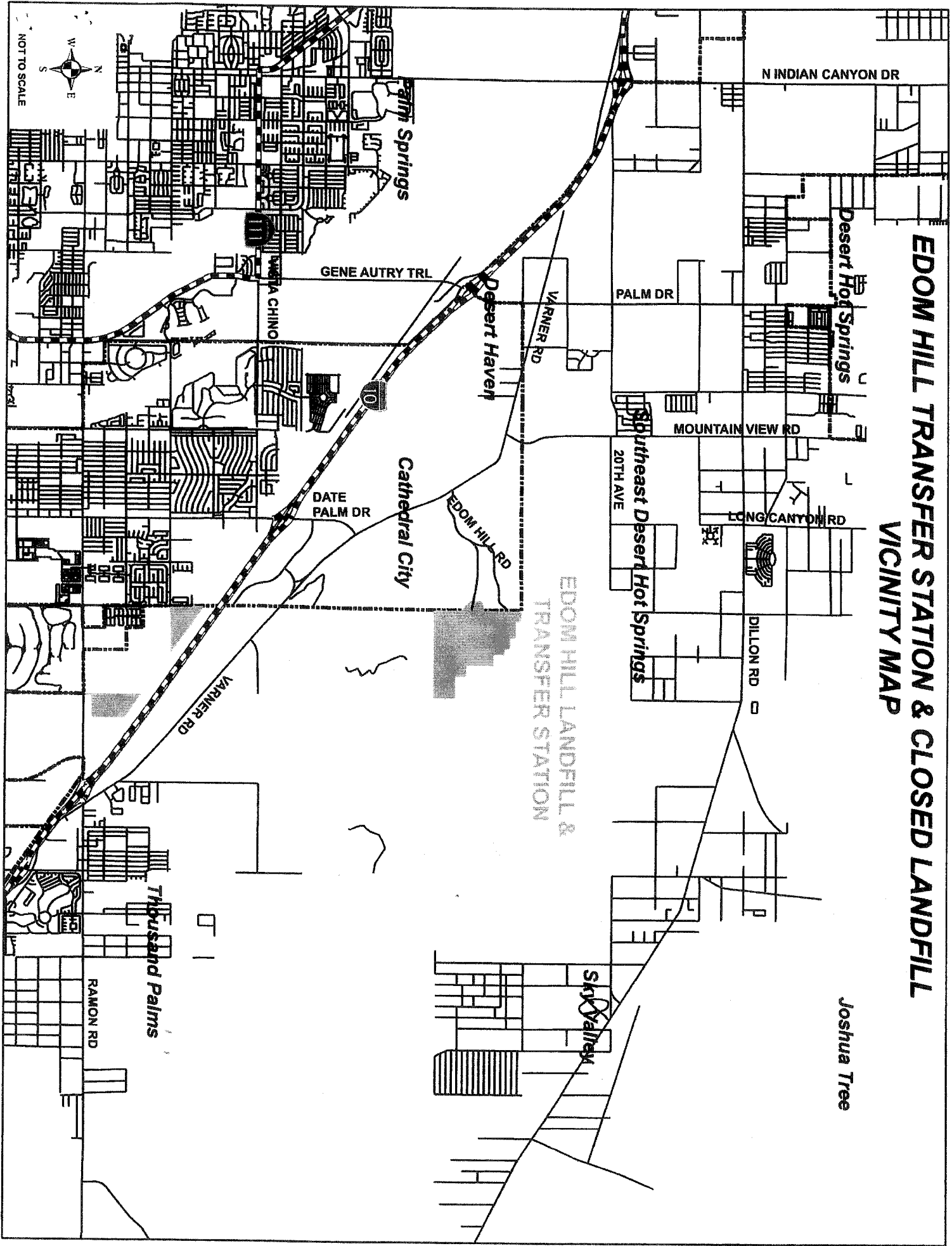
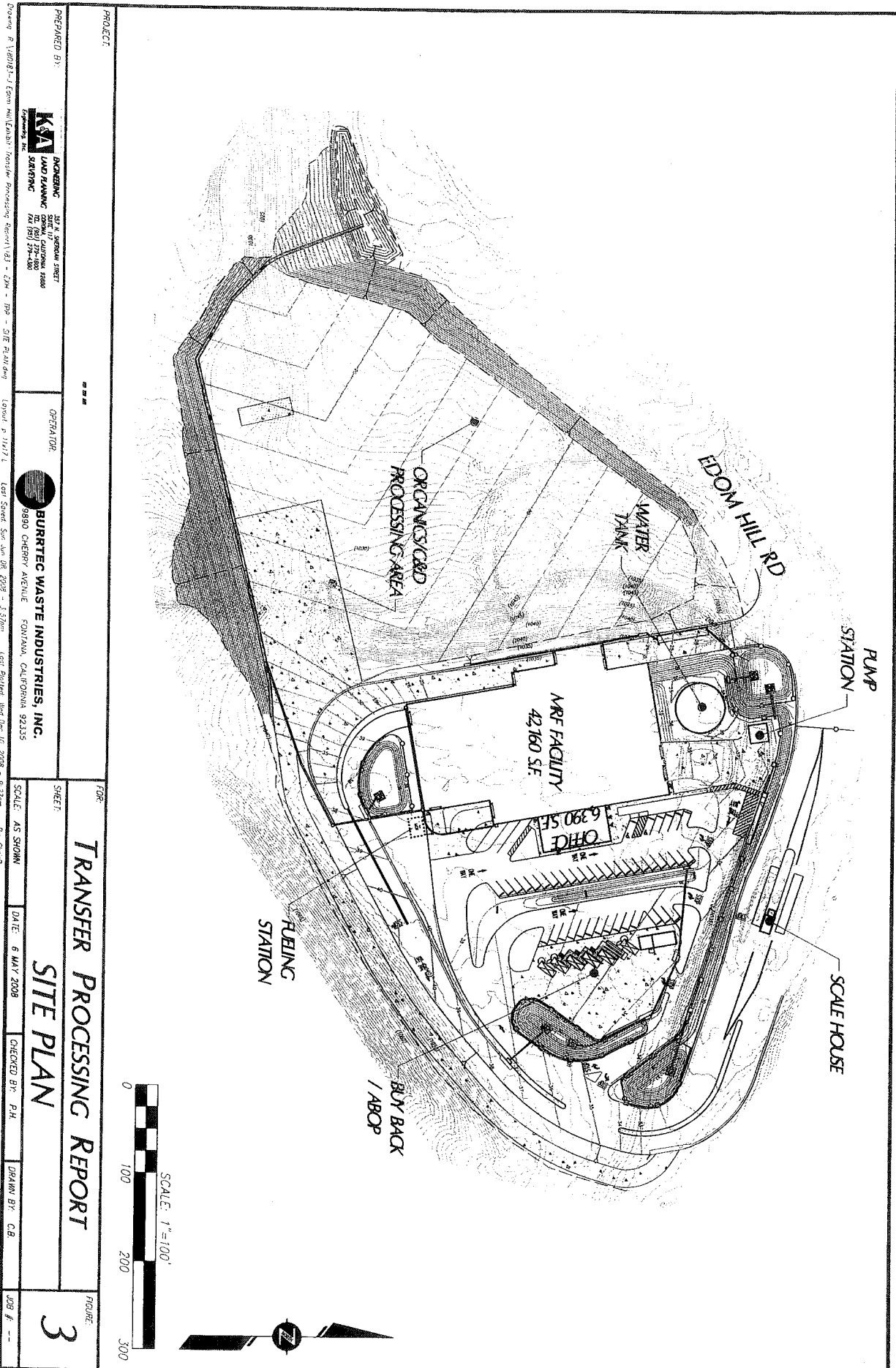
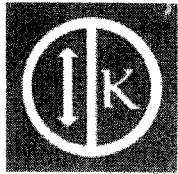


EXHIBIT 1



PROJECT		FOR		FIGURE	
PREPARED BY:		SHEET		3	
<b>K&amp;A</b> ENGINEERING LAND PLANNING CONSULTANTS 102 N. SPANOLA STREET SUITE 100 CANTON, CALIFORNIA 94001 TEL: (415) 237-1000 FAX: (415) 237-1001		<b>BURTEC WASTE INDUSTRIES, INC.</b> 9890 CHERRY AVENUE FONTANA, CALIFORNIA 92335		SCALE: AS SHOWN DATE: 6 MAY 2008 CHECKED BY: P.H. DRAWN BY: C.B.	
PROJECT NO.: 07-204-102 SHEET NO.: 11/17.1 DATE: 6 MAY 2008 DRAWN BY: C.B.		<b>TRANSFER PROCESSING REPORT</b> <b>SITE PLAN</b>		JOB # --	

EXHIBIT 2



# KUNZMAN ASSOCIATES

OVER 30 YEARS OF EXCELLENT SERVICE

April 24, 2009

Mr. Ryan Ross, Planner IV  
RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT  
14310 Frederick Street  
Moreno Valley, CA 92553

Dear Mr. Ross:

## INTRODUCTION

The firm of Kunzman Associates is pleased to provide a certificate of intent to meet the requirements specified in the RFP for the Edom Hill Transfer Station SWFP Revision Project in the County of Riverside.

Kunzman Associates is a Traffic Engineering and Transportation Planning consulting firm providing professional expertise to both the public and private sectors. Since its founding in 1976, the firm's goal has been to provide the best traffic and transportation engineering services available through highly qualified personnel.

With over 30 years of experience, Kunzman Associates is the second oldest Traffic Engineering and Transportation Planning firm headquartered in Southern California with over 10 personnel. Kunzman Associates scale of operation and principal involvement enables the firm to easily step in and become a part of any client's operation and/or consultant team.

Respectfully submitted,

KUNZMAN ASSOCIATES

Carl Ballard  
Principal Associate

#4446

Mr. Ryan Ross, Planner IV  
RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT  
April 24, 2009

## TRAFFIC IMPACT ANALYSIS

Based upon the Riverside County Transportation Departments Traffic Impact Analysis Preparation Guide (April 2008), the following scope of work is anticipated to be required for the traffic impact analysis for the project.

1. Review Site Plan Access Locations and Internal Circulation

- Review site access locations.
- Assess adjacent roadway general plan classifications, intersection spacing criteria, and driveway spacing criteria.
- Review internal circulation.
- Refine assumptions and detailed information regarding trip destinations by waste type shall be discussed during kick-off meeting with the project applicant/project team.
- Make recommendations to project applicant/project team regarding access and internal circulation features (if necessary).

2. Determine Scope of Traffic Impact Analysis With Governmental Agency

- Propose project traffic generation based upon traffic count data provided by the applicant and previous traffic study prepared for the facility.
- Propose project traffic distribution.
- Determine study area, including intersections to be analyzed.
- Identify other development projects and ambient traffic growth rate to use in the traffic impact analysis.
- Submit the proposed assumptions and methodology to be used in the traffic impact analysis to the governmental agency staff for review and concurrence.
- Prepare a proposed scoping agreement/memorandum of understanding for the traffic impact analysis, including assumptions and methodology, for governmental agency approval.
- Interact with governmental agency staff and finalize traffic impact analysis scoping agreement/memorandum of understanding as needed.

Mr. Ryan Ross, Planner IV  
RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT  
April 24, 2009

- Determine traffic improvements needed to serve the above traffic scenario without project traffic.
- Analyze cumulative future traffic volumes to determine intersection operation performance with project traffic.
- Determine traffic improvements needed to serve the above traffic scenario with project traffic.
- Review funding sources for study area circulation improvements, including funded improvements.
- Prepare a draft traffic impact analysis report that incorporates findings and all supporting calculations and assumptions.

#### RESPONSES TO COMMENTS

Review one set of governmental agency comments, whether verbal or written, and revise draft traffic impact analysis (if necessary).

#### MEETING ATTENDANCE

The traffic impact analysis will include attendance at two (2) meetings with the applicant. If additional meetings are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-materials basis.

#### COPIES OF REPORT

Two bound and two PDF copies of the draft traffic impact analysis will be prepared and submitted to the client. Two bound and two PDF copies of the final traffic impact analysis will be prepared and submitted to the client.

#### TIME SCHEDULE

The traffic impact analysis will be completed prior to June 19, 2009 based upon the kick-off meeting date schedule for the week of May 11, 2009.

#### QUALIFICATIONS

Kunzman Associates is a sole proprietorship. Kunzman Associates is located in the City of Orange and specializes in transportation planning for governmental agencies and the business community. The firm has highly qualified personnel with experience throughout Southern California at the regional, local, and individual project level. The experience of the firm's personnel in transportation planning and traffic operations for new planned communities, as well as established areas provides the special skills

Mr. Ryan Ross, Planner IV  
RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT  
April 24, 2009

mitigation measures necessary to maintain the established level of service standard for the elements of the impacted roadway system.

Contact: Mr. Chuck Tobin  
BURRTEC WASTE INDUSTRIES, INC.  
9890 Cherry Avenue  
Fontana, CA 92335  
Phone: (909) 429-4200

Perris MRF Project Traffic Impact Analysis (November 2006): The project site is located south of Ellis Avenue and west of Goetz Road in the City of Perris. The project site consists of the expansion of an existing transfer station from 1,800 tons per day to 3,000 tons per day. At buildout, the project is expected to accommodate 6,000 tons per day. The project site will continue to have access to Goetz Road. The study objectives included (1) documentation of existing traffic conditions in the vicinity of the site; (2) evaluation of traffic conditions for the year at opening (2008) of the proposed project; and (3) determination of on-site and off-site improvements and system management actions needed to achieve City of Perris level of service requirements.

Contact: Mr. Dave Fahrion  
CR&R, INC.  
1706 Goetz Road  
Perris, CA 92572  
Phone: (951) 940-5155

Palm Springs Recycling and Transfer Facility Traffic Impact Analysis (March 2008): The project site is located south of 19th Avenue and west of McLane Street in the City of Palm Springs. The proposed land use for the project site consists of a recycling and transfer facility. The project site will operate at 500 tons per day for Opening Day conditions and 750 tons per day for Buildout conditions. The traffic report contains documentation of existing traffic conditions, traffic generated by the project, distribution of the project traffic to roads outside the project, and an analysis of future traffic conditions.

Contact: Mr. Gary Koontz  
THE JAMIESON GROUP  
1201 University Avenue  
Riverside, CA 92507  
Phone: (951) 328-0001

#### INSURANCE

The fee includes Kunzman Associates maintaining broad form general liability insurance, workman compensation insurance, and professional liability insurance; however, any insurance required by the client above that currently maintained by Kunzman Associates shall be a reimbursable expense in addition to the total fee quoted. The Client agrees to limit the design professional's liability to the client and to all construction contractors and subcontractors on the project, due to the design professional's

Mr. Ryan Ross, Planner IV  
RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT  
April 24, 2009

the project shows an impact under this methodology, then dispersion modeling would be warranted. However, because of the extreme distance to the nearest sensitive receptor this is not expected. CO hotspots are not an issue for the project. There are no intersections in the project area that have traffic characteristics that would be expected to cause a CO hotspot.

Total GHG emissions and changes in GHG emissions due to the proposed project will be presented and contextualized. Significance thresholds for GHG emissions is an emerging issue and the latest available state and local guidance will be utilized to determine the significance of GHG emissions. The proposed project's compliance with the Air Resources Board's recommended discrete early action measures will be reviewed and reported.

Note that an analysis of potential odor related impacts is not included in our scope or cost. It is our understanding that the facility will implement standard procedures and practices defined in the EA prepared for the original project to minimize odor impacts and a detailed analysis is not required.

#### MITIGATION MEASURES

Measures will be developed to reduce significant air quality impacts to the extent possible for any significant impacts identified.

#### MEETING ATTENDANCE

Per the RFP, our cost includes attendance at two project team meetings. Additional meetings can be accommodated on a time and materials basis if required.

#### COPIES OF REPORT

A draft report will be submitted to the RCWMD for review and a final report will be prepared to address any comments from RCWMD on the draft.

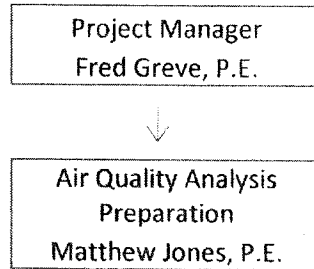
#### TIME SCHEDULE

The schedule in the RFP calls for submission of the draft report 35 days after the project kick off meeting and submission of a final report responding to any RCWMD comments two weeks after this. We foresee no reason that we would not be able to comply with this schedule.

#### QUALIFICATIONS

Mestre Greve Associates, located at 27812 El Lazo Road, Laguna Niguel, California, is a professional engineering firm specializing in noise control, air resources engineering, and airport studies. Established in 1978, the company has been successfully operating for nearly thirty years. In March of 2009, Mestre Greve Associates became a subsidiary of Landrum and Brown, Inc. an aviation planning firm that provides services worldwide. Mestre Greve Associates continues to provide air and noise studies for projects throughout Southern California. There are currently nine employees on staff at this location. In

Mr. Ryan Ross, Planner IV  
RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT  
April 24, 2009



#### REFERENCES

Prima Deshecha Landfill Diversion Facility, San Juan Capistrano, CA: Air Quality and Noise assessments prepared for proposed trans-loading facility at Prima Deshecha Landfill in San Juan Capistrano to accept self-hauled materials and deliver them to an existing Materials Recovery Facility for processing. Impacts from construction and two developmental phases were assessed. Work for this project was completed in 2008.

Contact: Mr. Jay Bullock  
PLANNING SOLUTIONS  
235 16th Street  
Seal Beach, CA 90740  
Phone: (562) 760-6051

Mr. Dean Ruffridge  
CR&R  
11292 Western Avenue  
Stanton, CA 90680  
Phone: (714) 890-6300

Bel-Art Transfer Station, Long Beach, CA: Air quality impact analysis for proposed expansion of transfer station operations that consolidates materials from commercial collection trucks and self haul trucks for delivery to landfills. The project reduced the total vehicle miles traveled to deliver the materials to landfills and a net air quality benefit. Work was completed in 2001.

Contact: Mr. Gene Anderson  
ULTRASYSTEMS ENVIRONMENTAL  
100 Pacifica, Suite 250  
Irvine, CA 92618  
Phone: (949) 788-4900

Indio Fashion Mall, Indio, CA: Noise and Air Quality assessments prepared for proposed revitalization of area around retail mall adding approximately 460 TSF of Commercial Retail uses, 60 TSF of Office and 500 dwelling units. Calculated emissions for the existing facility and proposed project to assess air quality impacts. Work for this project was completed in 2005.

Table 1

Project Cost by Task

Traffic Impact Analysis						
Task	Descriptor	Hours				Total
		Principal	Principal Associate	Technician	Admin.	
		\$150/Hour	\$125/Hour	\$40/Hour	\$40/Hour	
1	Site Plan/Internal Circulation Review	4	6	5	4	19
2	Scope of Work/Trip Generation & Distribution	2	8	4	7	21
3	Field Inventory/Data Collection	2	4	14	4	24
4	Cumulative Year Without Project Analysis	3	9	12	3	27
5	Cumulative Year With Project Analysis	3	9	12	3	27
6	Prepare Written Report	2	7	13	4	26
Subtotal		\$ 2,400	\$ 5,375	\$ 2,400	\$ 1,000	\$ 11,175
Meetings		5	5			\$ 1,375
Traffic Counts						\$1,395
Total						\$ 13,945
Air Quality Analysis						
Task	Descriptor	Hours				Total
		Principal	Associate	Senior Engineer	Technician	
		\$180/Hour	\$160/Hour	\$90/Hour	\$65/Hour	
1	Project Management	4	0	0	0	4
2	Background Information/Data Gathering	0	4	0	0	4
3	Existing Emissions Calculations	0	0	4	0	4
4	Future Emissions Calculations	0	0	4	0	4
5	Composting GHG Emissions	0	6	0	0	6
6	ARB Early Action Measures Review	4	0	0	0	4
7	Mitigation Development/Review	2	2	0	0	4
8	Graphics	0	0	0	4	4
9	Report	2	12	8	0	22
10	Report Revision	0	4	0	0	4
Subtotal		\$ 2,160	\$ 4,480	\$ 1,440	\$ 260	\$ 8,340
Meetings		12				\$2,160
Total						\$ 10,500
Grand Total						\$ 24,445



# KUNZMAN ASSOCIATES

William Kunzman, P.E., Principal

OVER 30 YEARS OF EXCELLENT SERVICE

William Kunzman has worked professionally in traffic engineering and transportation planning since 1968 in both the public and private sectors. He is an Expert Witness in Traffic Engineering involving highway accidents.

## TECHNICAL EXPERTISE

Traffic engineer expert regarding motor vehicle accidents (automobile, truck, bus, pedestrian, bicycle, motorcycle).

Knowledge of governmental agency procedures, design, geometrics, signs, traffic controls, parking, and maintenance.

## EDUCATION

Undergraduate Work: Bachelor of Science Degree in Engineering (1967), University of California at Los Angeles, School of Engineering (September, 1963 to June, 1967)

Post Graduate Work: One Year (10 classes) Certificate in Traffic Engineering (1968), Yale University, Bureau of Highway Traffic (September, 1967 to June, 1968)

Federal Highway Administration: 18 Month Highway Engineering Training Program, (1970)

Guest Lecturer: University of California at Irvine (1975)

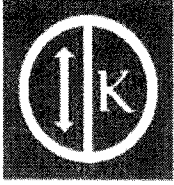
Class Instructor: California State University at Fullerton (1976)

## REGISTRATION

Registered Professional Traffic Engineer in the State of California, TE0056 since 1975.

## WORK EXPERIENCE

- County of Los Angeles, Assistant Traffic Engineer (1967)
- Wilbur Smith and Associates, Assistant Traffic Engineer (1968)
- Federal Highway Administration, Office of Policy Planning (1969 - 1972) Worked in Oregon, Illinois, Pennsylvania, and Washington, D.C. Prepared Highway Needs Study which was presented to Congress
- County of Riverside, Assistant Traffic Engineer (1972 - 1973)
- Lampman Associates, Traffic Engineer Associate (1973 - 1974)
- City of Irvine, Transportation Planning Engineer (1974 - 1975)
- Weston Pringle and Associates, Traffic Engineer Associate (1975 - 1976)
- Self Employment (1976 to Present)



# KUNZMAN ASSOCIATES

Carl Ballard, Principal Associate

OVER 30 YEARS OF EXCELLENT SERVICE

CARL BALLARD has been involved in transportation planning and traffic engineering since 1982, and has completed numerous traffic studies in the states of California, Nevada, and Colorado. Carl Ballard has also been a partner in two transportation planning firms within Southern California.

## TECHNICAL EXPERTISE

Carl Ballard is involved in many aspects of the profession, including: site access evaluation, intersection capacity analysis, traffic forecasting, circulation planning, traffic impact studies, and transportation demand management plans. Transportation projects completed range from focused site-specific traffic studies to area wide circulation studies. He has written many traffic studies within Orange, Los Angeles, Riverside, San Bernardino and San Diego Counties. He has managed and performed the technical efforts for general plan circulation elements, redevelopment plans, specific plans and environmental impact reports for public and private clients.

## EDUCATION

California State University, Fullerton: B.A., Mathematics, with emphasis in Probability and Statistics, 1986.

University of California Institute of Transportation Studies: Certificate, Fundamentals of Traffic Engineering, 1984.

Institute of Transportation Engineers Professional Development Seminar: Certificate, Site Impact Traffic Evaluation, 1987.

California State University, Fullerton, University Extended Education Services: Certificate, Transportation Demand Management, 1992.

Institute of Transportation Engineers Professional Development Seminar: Certificate, Signal Timing Fundamentals, 2006.

Institute of Transportation Engineers Professional Development Seminar: Certificate, Trip Generation: Advanced Application, 2007.

Institute of Transportation Engineers Professional Development Seminar: Certificate, Principles of Traffic Signal Controls, 2008.

Institute of Transportation Engineers Professional Development Seminar: Certificate, Elements of Signal Design and Installation, 2008.

## WORK EXPERIENCE

- Kunzman Associates, Engineering Technician (1982 to 1985)
- Kunzman Associates, Associate (1985 to 1990)
- RKJK & Associates, Inc., Senior Associate/Partner (1990 to 2000)
- Urban Crossroads, Inc., Principal Associate/Partner (2000 to 2001)
- Kunzman Associates, Principal Associate (2001 to Present)

## PROFESSIONAL MEMBERSHIPS

- American Planning Association (APA) - Board of Directors (1996-1997)
- Association of Environmental Professionals (AEP) - Board of Directors (1998)
- Institute of Transportation Engineers (ITE)
- Orange County Traffic Engineering Council (OCTEC)

**Fred A. Greve, P.E.**

*Mestre Greve Associates - Principal  
Community Noise & Air Quality Specialist*

Mr. Greve has over twenty-five years experience in all fields of noise assessment and air quality management. Principal experience includes noise and air quality modeling for traffic networks, airports, transportation corridors, and planned communities on the local, state, federal and industrial level. This experience includes legislative monitoring of air and noise regulations, development of ambient air monitoring facilities, and management of aircraft noise monitoring networks.

**EXPERIENCE**

Principal in charge of the noise and air quality assessments for the proposed Foothill Transportation Corridor-South EIS/SEIR project. This study includes the analysis of various alternatives proposed by the Transportation Corridor Agencies.

Project Manager for the Carbon Monoxide Monitoring Program for the San Joaquin Hills Transportation Corridor. This program included monitoring air quality levels at three sites near the corridor in order to determine if air quality standards had been exceeded, and to make recommendations as to potential remedial actions if necessary.

Other recent projects include acting as Project Manager for the air quality assessment for MCAS El Toro Community Reuse Plan and EIR, the noise assessments for CFB Greenwood Relocation for Base Closure and Realignment Study and CFB Trenton Relocation for Base Closure and Realignment Study, and the air quality assessment for the Master Plan Alternatives for EA Analysis for Jackson Hole Airport.

Principal in Charge for the development of Noise Elements for the Cities of Dana Point, Inglewood, Irvine, Beaumont, Stanton, Rialto, Fountain Valley, Solvang, and Palm Springs. Principal in Charge for updates of Noise Elements for the Cities of Glendale, Santee and the County of Monterey.

Project Manager for the noise assessment Toland Road Landfill Expansion Project, the Lancaster Landfill Expansion Project, and the North Orange County Landfill and Alternative Technologies Study.

Principal in charge for the noise and air assessments for the proposed Freeway Route 125 in San Diego County, Arizona Route 93, the San Joaquin Hills Transportation Corridor in Orange County, and numerous freeway interchange projects.

Project Manager of the noise assessment for the Orange County Sanitation District Groundwater Replenishment System project; Principal in charge of the noise assessments for the Encino Reservoir Water Quality Improvement Project, the Stone Canyon Water Quality Improvement Project, the Hollywood Water Quality Improvement Project for the Los Angeles Department of Water and Power.

Principal in charge for the noise assessments for the I-5/I-405 Freeway Confluence Zone in Orange County, the I-405 Freeway Design Alternatives Study, Route 178 in Bakersfield, Foothill Transportation Corridor, widening of Imperial Highway, and the Moulton Parkway Super Street.

Principal in charge of the air quality assessments for the Eastern Transportation Corridor, HOV lane additions to the Orange Freeway and the Riverside Freeway.

**Matthew B. Jones, P.E.**  
*Mestre Greve Associates*  
*Manager, Environmental Services*

**EXPERIENCE**

Mr. Jones joined Mestre Greve Associates in 1987. He has experience in all fields of noise assessment and air quality management. Work includes project management, software development, engineering analysis, report preparation, as well as noise and air quality monitoring. As Manager of Environmental Services, Mr. Jones is responsible for coordination of all environmental services at Mestre Greve Associates. These services include noise and air quality assessments for EIR/EIS, highways, residential and commercial developments and airports. Mr. Jones is involved in the development of most of the in house computer software modeling programs and is well versed in all of the air quality and noise modeling programs used at Mestre Greve Associates. Representative project experience includes:

EIR noise and air quality assessments for many commercial and residential projects including:

Air Quality And Noise Assessments: Palazzo Westwood, Los Angeles, CA; 2000 Avenue of the Stars, Los Angeles, CA; Chandler Ranch Specific Plan, Paso Robles, CA; Santiago Hills II, Orange; CA; Spring Mountain, Riverside, CA; Planning Area 17, Irvine, CA; Diemer Filtration Plant, Los Angeles Department of Water and Power, CA; Los Angeles Unified School District (LAUSD) Venice Skills Center, Belmont Primary Center and Santa Monica Primary Center, Los Angeles; CA; Mission Hospital and Medical Center, Mission Viejo, CA; St. Jude's Hospital Expansion, Fullerton, CA; St. Joseph's Orange Medical Center, Orange, CA.

Air Quality Assessments: The Crest, San Bernardino County, CA, Vista School District Family Literacy Center, Vista, CA.

Noise Assessments: Northern Sphere, Irvine; CA; Planning Area 40/Spectrum 8, Irvine, CA; UCI Medical Center Long Range Development Plan, Orange, CA; Amerage Heights, Fullerton, CA; Segerstrom Home Ranch, Costa Mesa, CA; Crystal Cove Retail Center, Newport Coast, CA; Well No. 12, Huntington Beach, CA, SDG&E Moreno Compressor Station, Moreno Valley, CA; Trabuco Grove Retail Center, Irvine, CA.

Highway EIR noise and air quality assessments for: Aviation Boulevard Widening, Los Angeles County, CA, Foothill Transportation Corridor/Santa Margarita Parkway Interchange widening, Orange County; CA, San Joaquin Hills Transportation Corridor/ Interchange addition, Orange County; CA; Northwest Arkansas Airport Intermodal Access Road, AR; Eastern Transportation Corridor, Orange County.

Highway Noise Assessments and noise barrier design to satisfy FHWA and Caltrans requirements for: South Orange County Transportation Infrastructure Improvement Program (SOCTIIP), Orange County, CA; State Street Extension, San Bernardino, CA; Jeffery Road Grade Separation, Irvine, CA; Alicia Parkway Widening, Mission Viejo, CA; Avenue S Widening, Palmdale, CA; Magic Mountain Parkway Widening, Los Angeles County, CA; Bristol Street Widening, Santa Ana, CA.

Preparation of the Noise Elements for the General Plans of the Cities of Santa Monica, Glendora, Highland, Stanton, and Dana Point.

Air quality modeling using the FAA's Airport Air Quality Modeling Program (EDMS) for the New Orleans International Airport Phase II EIS, New Orleans, Louisiana; Vancouver International Airport Air Quality Assessment, Vancouver, Canada; Boise Airport, Boise, Idaho.

**Falconry Service Cost Summary  
July 2008 to June 2009**

Hourly Rate	\$	55.00
Total Contract Hours per Year		1,700
Total Contract Cost per Year (Lamb Canyon and Badlands )	\$	93,500.00

Month	Total Invoice Hours per Month	Total Cost per Month	Cumulative Cost	Budget Remaining
July-2008	32.0	\$ 1,760.00	\$ 1,760.00	\$ 91,740.00
August-2008	24.0	\$ 1,320.00	\$ 3,080.00	\$ 90,420.00
September-2008	48.0	\$ 2,640.00	\$ 5,720.00	\$ 87,780.00
October-2008	96.0	\$ 5,280.00	\$ 11,000.00	\$ 82,500.00
November-2008	127.5	\$ 7,012.50	\$ 18,012.50	\$ 75,487.50
December-2008	115.5	\$ 6,352.50	\$ 24,365.00	\$ 69,135.00
January-2009	106.0	\$ 5,830.00	\$ 30,195.00	\$ 63,305.00
February-2009	109.5	\$ 6,022.50	\$ 36,217.50	\$ 57,282.50
March-2009	138.0	\$ 7,590.00	\$ 43,807.50	\$ 49,692.50
April-2009	165.0	\$ 9,075.00	\$ 52,882.50	\$ 40,617.50
May-2009				
June-2009				