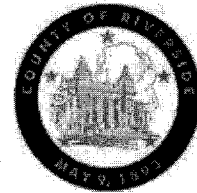


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
12.4  
(ID # 8304)

**MEETING DATE:**

Tuesday, November 6, 2018

**FROM :** DEPARTMENT OF WASTE RESOURCES:

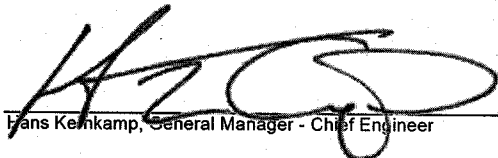
**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Approve the Professional Service Agreement with Contera Construction Corporation for Earthen Material Imports to Three Closed Sanitary Landfill Sites within the Western Portion of Riverside County (Menifee, Pinyon Flats, & Mead Valley Landfills) through December 15, 2019, and Authorize the Chairman of the Board to Execute. Districts 1, 3, and 5. [\$447,610 - Department of Waste Resources Enterprise Funds] (CEQA Exempt)

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

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) (General Rule for Exemption), and categorically exempt pursuant to Section 15301 (Existing Facilities), and Section 15304 (Minor Alterations of Land);

Continued on page 2

**ACTION:** Policy


  
Hans Kemkamp, General Manager - Chief Engineer 10/31/2018

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: November 6, 2018  
xc: Waste, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

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

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

2. Approve the Professional Service Agreement (Agreement) with Contera Construction Corporation (Contera) for earthen material imports to three closed sanitary landfill sites within the western portion of Riverside County (Menifee, Pinyon Flats & Mead Valley Landfills) for \$447,610.00 through December 15 2019, and authorize the Chairman of the Board to execute the Agreement on behalf of the County;
  
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) sign amendments that do not change the substantive terms of the Agreement and b) sign amendments to the compensation provisions that do not exceed the annual CPI rate; and
  
4. Direct the Department of Waste Resources (Department) to file the Notice of Exemption (NOE) with the County Clerk upon approval of the Project.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 447,610.00	\$ 0	\$ 447,610.00	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Department of Waste Resources Enterprise Funds			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19

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

**BACKGROUND:**

**Summary**

The Department will have Contera furnish, haul and stockpile 39,000 cubic yards of loaded earthen material amongst three closed landfill sites within the western portion of Riverside County for landfill maintenance. The scope of work shall include the import and stockpiling of approximately: (1) 35,000 cubic yards to the closed Menifee Landfill; (2) 3,500 cubic yards to the closed Pinyon Flats Landfill; and (3) 1,500 cubic yards of earthen material to the closed Mead Valley Landfill. The Department may agree to receiving portions of these quantities based on available sources, delivery timing, and unit cost as further defined in the scope of work.

The Department's engineering staff is responsible for coordinating all project tasks including approval and acceptance of non-hazardous earthen materials, scheduling of delivery of earthen materials and execution of stockpiling earthen materials.

**California Environmental Quality Act (CEQA) Findings**

The Project contemplated in this Form 11 involves approval of the Agreement with Contera for earthen material imports to three closed sanitary landfill sites within the western portion of

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

Riverside County (Menifee, Pinyon Flats & Mead Valley Landfills). The source of the earthen material will only originate from locations already environmentally assessed and permitted/entitled. Stockpiling of the earthen material at the landfill sites, as well as the subsequent use of the material, will occur within existing landfill disturbance areas and involves no expansion of approved uses.

A NOE to this effect will be filed by the Department with the County Clerk upon Project approval.

**Impact on Residents and Businesses**

Approval of the Project will not have an impact on residents or businesses.

**Contract History and Price Reasonableness**

County Purchasing Department released a Request for Quote (RFQ) WMARC-349B, soliciting quotes for Earthen Material Imports to Three Closed Sanitary Landfill Sites within the Western Portion of Riverside County (Menifee, Pinyon Flats, & Mead Valley Landfills) on behalf of the Department. The RFQ was sent to fifteen (15) potential bidders and was advertised on the Public Purchase web site. Two (2) bid responses were submitted in response to the RFQ. The quotes were reviewed by the Procurement Contract Specialist (PCS) and Environmental Business Unit from Department Staff. Each bid response was evaluated based on the most responsive/responsible bidder. The cost proposal range submitted was from \$447,610.00 to \$757,075.00.

Based on the overall summation of the proposals submitted, it is the recommendation of the PCS and Business Unit for the Department to select Contera Construction Corporation as the most responsive/responsible bidder for these services.


County Counsel has approved the Professional Service Agreement as to legal form.

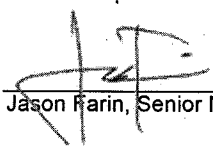
**Attachments**

**Attachment A.** WMARC-96239-001-1219 Professional Service Agreement with Contera Company

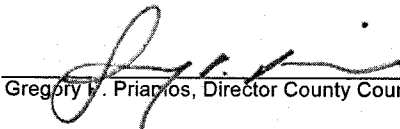
**Attachment B.** NOE 2018-07

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

  
Teresa Summers, Director of Purchasing 10/31/2018

  
Jason Farin, Senior Management Analyst 11/1/2018

  
Cynthia M. Gwartzel, Chief Deputy County Counsel 11/1/2018

  
Gregory V. Priaplos, Director County Counsel 11/1/2018



Hans W. Kernkamp, General Manager-Chief Engineer

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

11/16/18  
Date

Via Waste  
Initial

### NOTICE OF EXEMPTION

**DATE:** October 30, 2018

**TO:** County Clerk, County of Riverside

**PROJECT CASE NO/TITLE:** NOE 18-07: Approval of Agreement for Earthen Material Imports to Menifee, Pinyon Flats, and Mead Valley Closed Landfills.

**PROJECT LOCATION:** Menifee (Menifee Rd. and Coastline Ave. Intersection, Menifee, CA); Mead Valley (22376 Forrest Rd., Perris, CA); and, Pinyon Flats (Pinyon Flats Rd., Pinyon Flats, CA)

**PROJECT DESCRIPTION:** Approval of an Agreement with Contera Construction Corporation (Contractor) for the furnishing, hauling, and stockpiling of earthen material to the Pinyon Flats, Mead Valley and Menifee closed landfills (Project).

**PUBLIC AGENCY APPROVING PROJECT:** County of Riverside (County)

**PROJECT SPONSOR:** Riverside County Department of Waste Resources (RCDWR)

The project is exempt from the provisions of CEQA, specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of categorical exemptions as detailed under State CEQA Guidelines section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create a direct or reasonably foreseeable indirect physical environmental impact.

#### EXEMPT STATUS:

- Ministerial
- Declared Emergency
- Emergency Project
- Statutory Exemption:
- Categorical Exemption
- Other Exemption:

**Section 15301 – Existing Facilities,  
Section 15304 – Minor Alterations of Land,  
Section 15061(b)(3) – General Rule Exemption**

**REASONS FOR EXEMPTION:**

**Section 15061(b)(3) - General Rule Exemption**

The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**This project is exempt under Section 15061(b)(3) because:**

The Project involves the approval of an Agreement with the Contractor for the furnishing, hauling, and stockpiling of earthen material, as well as the subsequent use by RCDWR of the earthen material for routine maintenance and planned earthwork construction at Pinyon Flats, Mead Valley, and Menifee closed landfills. The earthen material will be derived from locations already environmentally assessed and permitted/entitled. Stockpiling of the earthen material at the landfill sites, as well as the subsequent use of the material, will occur within existing landfill disturbance areas and involves no expansion of approved uses.

The Project would not affect any sensitive species, protected habitat, or archaeological/cultural resources at any of the above mentioned sites.

Based upon the entire record, the Project would not result in the potential for any significant effect on the environment. This determination is an issue of fact and sufficient evidence exists in the record that the activity will not have a significant effect on the environment. As such, the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v. Solano County Airport Land Use Comm'n* (2007) 41 Cal. 4<sup>th</sup> 372.

**Section 15301, Existing Facilities**

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

**This project is exempt under Section 15301 because:**

The Project involves the approval of an Agreement with the Contractor for the furnishing, hauling, and stockpiling of earthen material, as well as the subsequent use by RCDWR of the material for routine maintenance and planned earthwork construction at the Pinyon Flats, Mead Valley, and Menifee closed landfills. The earthen material will be used at existing sites, and would not involve expansion of uses. All soil transported and used at Pinyon Flats, Mead Valley, and Menifee landfills is non-hazardous earthen material and will be inspected for quality as fill material prior to delivery. Furthermore, the earthen material will be stockpiled at existing sites and within their permitted footprint. As such, no sensitive

**Approval of Agreement for Earthen Material Imports, Stockpiling and Use at Pinyon Flats, Mead Valley and Meniffee Landfills**

**October 30, 2018**

**Page 3**

species, protected habitat, or archaeological/cultural resources will be impacted as a result of the Project. Therefore, the Project meets the scope and intent of the Class 1 Categorical Exemption.

**Section 15304, Minor Alterations of Land**

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry of agricultural purposes. Examples include but are not limited to:

- (c) Filling of earth into previously excavated land with material compatible with the natural features of the site.
- (f) Minor trenching or backfilling where the surface is restored.

**This project is exempt under Section 15304 because:**

The Project involves the furnishing, hauling, stockpiling and subsequent use of that earthen material for routine maintenance/construction needs at the Pinyon Flats, Mead Valley and Meniffee landfills. The Project would involve minor alterations of land, namely, stockpiling at the three facilities mentioned above where the earthen material will be used for routine landfill maintenance/construction.

The Project does not involve the removal of healthy, mature or scenic trees and the earthwork planned for Pinyon Flats, Mead Valley and Meniffee is consistent and compatible with the existing conditions (closed landfill maintenance/construction operations).

Therefore, furnishing, hauling, stockpiling and use of earthen material at Pinyon Flats, Mead Valley and Meniffee landfills is not anticipated to cause any environmental impacts, and therefore meets the intent and purpose of the Class 4 Categorical exemption.

**FINDINGS:**

1. Based upon the identified exemptions and justifications above, the RCDWR, on behalf of the County, hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.
2. The proposed Project is exempt from CEQA pursuant to the State CEQA Guidelines Sections 15061(b)(3), and categorically exempt from CEQA pursuant to the State CEQA Guidelines Sections 15301 and 15304.
3. It can be seen with certainty that there is no possibility that this Project would have a direct, indirect, or cumulatively significant effect on the environment; therefore, the activity is exempt under CEQA as previously identified.

NOE 18-07


**Approval of Agreement for Earthen Material Imports, Stockpiling and Use at  
Pinyon Flats, Mead Valley and Menifee Landfills**

October 30, 2018

Page 4

If there are any questions regarding the above matter, I can be reached at (951) 486-3200.

**Hans Kernkamp, General Manager - Chief Engineer  
Riverside County Department of Waste Resources**

By:   
\_\_\_\_\_  
Jose Merlan

Title: Urban/Regional Planner III

Date: October 30, 2018

DM# 231046



**PROFESSIONAL SERVICE AGREEMENT**

for

**Earthen Material Imports to Three Closed Sanitary  
Landfill Sites within the Western Portion of Riverside County  
(Menifee, Pinyon Flats, & Mead Valley Landfills)**

between

**COUNTY OF RIVERSIDE**

and

**CONTERA CONSTRUCTION CORPORATION**



**TABLE OF CONTENTS**

**SECTION HEADING**

1. Description of Services.....

2. Period of Performance.....

3. Compensation.....

4. Alteration or Changes to the Agreement .....

5. Termination .....

6. Ownership/Use of Contract Materials and Products .....

7. Conduct of Contractor .....

8. Inspection of Service: Quality Control/Assurance .....

9. Independent Contractor/Employment Eligibility .....

10. Subcontract for Work or Services .....

11. Disputes .....

12. Licensing and Permits .....

13. Use by Other Political Entities .....

14. Non-Discrimination .....

15. Records and Documents .....

16. Confidentiality .....

17. Administration/Contract Liaison.....

18. Notices.....

19. Force Majeure.....

20. EDD Reporting Requirements.....

21. Hold Harmless/Indemnification .....

22. Insurance .....

23. General .....

Exhibit A-Scope of Service .....

Exhibit B- Payment Provisions .....

This Agreement, made and entered into this 26th of October, 2018, by and between CONTERA CONSTRUCTION CORPORATION, a California corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

- 1.1. CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B and Payment Provisions.
- 1.2. CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3. CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- 1.4. Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

- 2.1. This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 15, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

- 3.1. The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed \$447,610.00 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or

beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- 3.2. No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas for the twelve (12) month period December through December immediately preceding the adjustments and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.
- 3.3. CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES  
ATTN: ACCOUNTS PAYABLE  
14310 FREDERICK ST  
MORENO VALLEY, CA. 92553  
or email to [wasteaccountpayable@rivco.org](mailto:wasteaccountpayable@rivco.org)

3.3.1 Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number WMARC-96239-001-12/19; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

3.3.2 Invoices shall be rendered monthly in arrears.

3.4. The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

4.1. The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2. Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2. COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately

cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

- 5.3. After receipt of the notice of termination, CONTRACTOR shall:
- 5.3.1 Stop all work under this Agreement on the date specified in the notice of termination; and
  - 5.3.2 Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- 5.4. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- 5.5. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- 5.6. If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.
- 5.7. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

- 6.1. The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or

to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

- 7.1. The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.
- 7.2. The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 7.3. The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

- 8.1. All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided 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 in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also

terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

- 8.2. CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. **Independent Contractor/Employment Eligibility**

- 9.1. The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 9.2. CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 9.3. Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has



not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

- 9.4. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 9.5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 9.6. CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanctioned. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### **10. Subcontract for Work or Services**

- 10.1. No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### **11. Disputes**

- 11.1. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 11.2. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

- 12.1. CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

- 13.1. The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

- 14.1. CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical

condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

15.1. CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

16.1. The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2. The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. 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 third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, 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 particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

17.1. The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

18.1. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

RIVERSIDE COUNTY WASTE RESOURCES  
14310 FREDERICK STREET  
MORENO VALLEY, CA. 92553  
ATTN: WASTE PURCHASING  
EMAIL: [WastePurchasing@rivco.org](mailto:WastePurchasing@rivco.org)  
951-486-3200

**CONTRACTOR**

CONTERA CONSTRUCTION CORPORATION  
28545 OLD TOWN FRONT ST., STE. 201  
TEMECULA, CA. 92590  
ATTN: JASON VARELA  
EMAIL: [Jason@varelacompanies.com](mailto:Jason@varelacompanies.com)  
951-695-2800

**19. Force Majeure**

19.1. If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

20.1. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another

contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

- 21.1.** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 21.2.** 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 indemnification to Indemnitees as set forth herein.
- 21.3.** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

22.1. Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**22.1.1 Workers' Compensation:** If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**22.1.2 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**22.1.3 Vehicle Liability:** If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

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

22.1.4.1 Any insurance carrier providing insurance coverage hereunder 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.

22.1.4.2 The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention 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.

22.1.4.3 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, and 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 and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

22.1.4.4 It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

22.1.4.5 If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

22.1.4.6 CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

22.1.4.7 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

22.1.4.8 CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

### **23. General**

**23.1.** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2.** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.



- 23.3. In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- 23.4. CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.
- 23.5. CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.
- 23.6. Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.
- 23.7. The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.
- 23.8. CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 23.9. CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- 23.10. CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of

the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

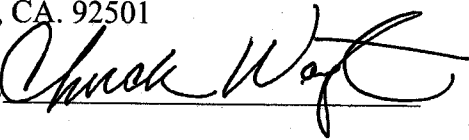
23.12. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY:**

County of Riverside County  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA. 92501

Signature:



Print Name: Chuck Washington

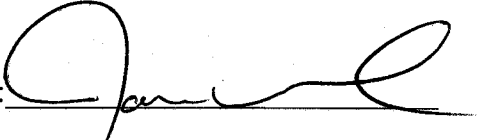
Title: Board of Supervisors

Dated: NOV 06 2018

**CONTRACTOR:**

Contera Construction Corporation  
28545 Old Town Front St., Ste. 201  
Temecula, Ca. 92590

Signature:



Print Name: Jason Varela

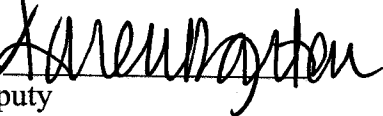
Title: Chief Financial Officer (CFO)

Dated: 10/26/18

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By  
Deputy



APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Susanna Oh  
Deputy County Counsel

**EXHIBIT "A"**  
**SCOPE OF WORK**

**1. Materials**

1.1 The CONTRACTOR shall identify the earthen material source(s) for the Department of Waste Resources (the "Department") at least twenty (20) calendar days prior to the proposed delivery. The Department shall examine proposed earthen source materials prior to acceptance for project use; and shall reserve the right to test these materials for project suitability. All earthen materials used for this project shall be non-hazardous; shall not contain brush, roots, sod, or other deleterious materials; shall not exceed a maximum particle size of three inches; and shall be of suitable gradation for use as competent engineered fill as solely determined by the Department.

**2. Scheduling**

- 2.1. Planned earthwork (*construction work done by others*) at the Menifee Landfill is anticipated from early 2019 to December 2018. Planned earthwork (*construction work done by others*) at the Mead Valley Landfill is anticipated to start in November 19, 2018 and last approximately two (2) weeks. Planned earthwork (*construction work done by others*) at the Pinyon Flats Transfer Station is anticipated to start in early 2019 and last approximately four (4) weeks. The CONTRACTOR shall be aware that these dates and project durations are subject to change. The Department shall notify the CONTRACTOR of pertinent construction dates (*construction work done by others*) as they are finalized.
- 2.2. The CONTRACTOR shall deliver material to Menifee and Mead Valley concurrent with the planned earthwork construction work at each site (*construction work done by others*). The CONTRACTOR may deliver material to Menifee and Mead Valley *prior* to the planned earthwork construction only if the stipulations in Section 4 – "Stockpile Execution" are met.
- 2.3. The CONTRACTOR shall not initiate earthen materials delivery at Pinyon Flats prior to establishment of an Agreement between the Department and the property owner for delivery of earthen soils at that site. The Department shall notify CONTRACTOR when the Agreement occurs provided it occurs within the duration of the RFQ contract. Upon establishment of the Agreement, the CONTRACTOR shall deliver material to the Pinyon Flats Transfer Station either prior to, or concurrent with, the planned earthwork construction according to the stipulations in Section 4 – "Execution" (*construction work done by others*).

**3. Stockpile Execution**

- 3.1. The CONTRACTOR shall maintain compliance with South Coast Air Quality Management District (SCAQMD) Rule 403 at all landfill sites, each source material site, and all haul routes throughout this project (see Separate Appendix A – Rule 403). Dust control operations shall be performed by the CONTRACTOR at the time, location, and in the amount required and as often as necessary to prevent all stockpiling or other activities from producing dust in amounts harmful to persons or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work. The CONTRACTOR shall establish a water source that is clean and free from objectionable deleterious amounts of acids, alkalis, salts, or organic materials.
- 3.2. The Department shall set out area limit stakes for each designated stockpile location prior to CONTRACTOR delivery. The approximate designated area locations are shown in (Separate Appendix B - Site Maps). The locations shown in the Site Maps are subject to change. Three

potential stockpile areas which are of comparable distance from the site entrance are indicated for deliveries to the Mead Valley Landfill. The CONTRACTOR shall ensure stockpile material does not encroach on any roadways, hardscape structures, pre-existing stockpiles, or other landfill monuments or drainage features as determined by the Department. The CONTRACTOR shall protect-in-place all survey control points, monuments and benchmarks, gas lines, gas and/or water wells, hardscape structures, fences or other existing site features. In the case of willful or careless destruction of any of these items, the CONTRACTOR shall be charged with the resulting repair or mitigation costs as solely determined by the Department. CONTRACTOR shall also protect-in-place project staking for stockpile materials; and shall be responsible for any mistakes caused by their loss or disturbance.

- 3.3. The CONTRACTOR shall suspend work due to wind, rain, or any other reason that may create unsatisfactory operational conditions as solely determined by the Department. The CONTRACTOR shall not be compensated monetarily for any such delays.
- 3.4. For deliveries to Menifee, Pinyon Flats, and/or Mead Valley prior to the start of the planned earthwork construction (construction work done by others), the CONTRACTOR shall comply with State NPDES Best Management Practices (BMPs) including but not limited to BMP-TC1 for maintaining a clean and clear access point by use of a stabilized construction entrance/exit. The CONTRACTOR shall implement BMPs to Department satisfaction prior to the haul commencing. Reference BMP-TC1 in (Separate Appendix C).
- 3.5. For deliveries to Menifee prior to the start of planned earthwork construction (construction work done by others), the CONTRACTOR shall be responsible for implementing traffic control according to the California Manual on Uniform Traffic Control Devices (MUTCD, 2009) for the ingress and egress of haulers between Menifee Road and the single lane site access point. The CONTRACTOR shall use industry standard signs and traffic control devices which conform to the Work Area Traffic Control Handbook (WATCH), latest edition. The CONTRACTOR shall submit a traffic control plan to the Department for review and acceptance at least ten (10) calendar days prior to the planned start date for the haul. CONTRACTOR shall not commence the haul without prior Department acceptance of the CONTRACTOR traffic control plan.
- 3.6. For deliveries to Menifee prior to the start of planned earthwork construction done by others, the CONTRACTOR shall manage the imported material stockpile in accordance with the following parameters:
  - 3.6.1 Material shall be stockpiled within the designated limits (Separate Appendix B);
  - 3.6.2 The top deck of the stockpile shall be graded at all times with 2%-3% positive drainage to prevent ponding;
  - 3.6.3 Stockpile slopes shall be no steeper than 3:1 (H:V);
  - 3.6.4 Stockpile height shall not exceed 35 vertical feet;
  - 3.6.5 Stockpile access roads and benches shall have a minimum 15 foot width;

- 3.6.6 Final stockpile surface shall be finished by track walking (side slopes) and smooth grading (flat areas) and shall be left in a uniformly graded condition to mitigate erosion;
- 3.6.7 The CONTRACTOR shall notify the Department immediately if any signs of stockpile instability are observed;
- 3.7 For material stockpiled more than one (1) calendar week prior to start of planned earthwork construction (*construction work done by others*) at Menifee, Pinyon Flats, and/or Mead Valley, the CONTRACTOR shall comply with State National Pollutant Discharge Elimination System (NPDES) Best Management Practices (BMPs) including but not limited to sediment control BMP-SE13 for berms and/or BMP-SE1 for silt fence, as necessary for implementation around the stockpile. The CONTRACTOR shall implement BMPs to Department satisfaction. Reference BMP-SE13 and BMP-SE1 in (Separate Appendix C).
- 3.8 The CONTRACTOR shall stage *dirt hauling equipment* only within the limits of the Equipment Staging and Storage Area as designated in the Site Maps (Separate Appendix B). The CONTRACTOR shall not store *dirt hauling equipment* for more than four (4) working days from its last use as applicable to the project. Any equipment requiring maintenance for repairs lasting more than three (3) working days shall be moved offsite at the CONTRACTOR's expense.

#### 4. Material Delivery

- 4.1 The CONTRACTOR shall make delivery appointments for review and acceptance by the Department's engineering section at least 48 hours prior to the scheduled delivery date. The Department is not responsible for cost incurred due to unscheduled deliveries. The CONTRACTOR shall deliver all material to each site within the specified timeframes and locations as follows:

Menifee Landfill  
APN 333-210-003  
West of Menifee Rd. and Coastline Ave Intersection  
Menifee, CA. 92585  
Monday - Friday  
7:00 AM to 4:00PM (Pacific Time)

Pinyon Flats Transfer Station  
APN 636-100-011

Pinyon Flats Rd  
Pinyon Flats, CA 92561  
Monday - Friday  
8:00 AM to 4:00PM (Pacific Time)

Mead Valley Landfill  
APN's 323-040-002, 323-040-003, 323-040-004, 323-040-005, 323-040-006, and  
323-040-008

22376 Forrest Rd.  
Perris, CA 92570  
Monday – Friday  
8:00 AM to 4:00 PM (Pacific Time)

## 5. Safety

- 5.1 The CONTRACTOR shall submit a Site Safety Plan a minimum of ten (10) calendar days before the first proposed delivery for each landfill site to receive earthen material import. The CONTRACTOR shall comply with the requirements of the Site Safety Plan throughout the project. Acceptance of the Site Safety Plan does not release the CONTRACTOR of liability in the event of an accident or injury, nor does it place any liability on the Department or any Department employee. The CONTRACTOR's Site Safety Plan shall detail health and safety measures and precautions as well as spill prevention, containment, and removal for each site including but not limited to all requirements as follows:
- 5.2 The CONTRACTOR shall be responsible for spill prevention of toxic material including oil, fuel oil, gasoline, coolant, fluid filters, or any other contaminants. All spills, accidental spills, or leaks caused by the CONTRACTOR shall be cleaned by the CONTRACTOR by immediately removing all the contaminants and the contaminated soil, disposing of it at an approved facility, and replacing the removed contaminated soil volume with clean soil material at no cost to the Department. The CONTRACTOR shall provide documentation showing proper containment, removal, and disposal of any toxic materials or contaminated soil that the CONTRACTOR has introduced or produced on site.
- 5.3 The CONTRACTOR's representatives shall wear safety vests and closed-toe shoes at all times while at the project sites.
- 5.4 The CONTRACTOR's representatives shall check-in with the Department's onsite representative or Construction Inspector once they arrive at each site and must follow any and all established traffic patterns. (*construction work done by others*)
- 5.5 The CONTRACTOR's representatives shall stay a minimum of 15 feet away from all active heavy equipment.
- 5.6 The CONTRACTOR shall be aware that the Pinyon Flats Transfer Station is an active transfer station which is open Thursday 7:00 AM to 11:00 AM, Friday 1:30 PM to 5:30 PM, Saturday 8:00 AM to 4:00 PM, and Sunday and Monday from 9:00 AM to 1:00 PM; and is closed on Tuesday and Wednesday. Additionally, the Menifee Landfill, though closed, remains in use as a remote control craft airfield for the Menifee Valley Flyers Club. CONTRACTOR activity shall not interrupt the club or the transfer station operation at any time.
- 5.7 The Site Safety Plan shall address procedure and protocol for employee heat illness protection. When the temperature exceeds 85 degrees Fahrenheit in the heat index chart, at minimum, the Public/Site Safety Plan shall guarantee the employee with the following: access to fresh, cool drinking water throughout the day; access to shade for 5 minutes at a time to rest and cool down; training on how to work safely in the heat, including how to call for emergency services if someone is overcome by heat. Particular attention shall be given to relevant Division of

Industrial Safety of the State of California. Said Orders are contained in Title 8 of the California Code of Regulations, Chapter 4, Subchapter 7, and Group 2. Specific reference is made to Article 10 of said Construction Safety Orders, Section 3395 Heat Illness Prevention.

- 5.8 CONTRACTOR shall maintain a minimum of five (5) working fire extinguishers at each site in which CONTRACTOR is engaged in project work.
- 5.9 CONTRACTOR and SUB-CONTRACTOR personnel shall not smoke at any of the project work sites. CONTRACTOR shall be responsible for ensuring that no personnel smoke on the landfill property. Department shall have sole authority to discharge CONTRACTOR personnel from this project who are observed smoking on Department property.
- 5.10 CONTRACTOR shall mobilize and maintain one (1) 2,500-gallon water truck or approved equal at each landfill site on which CONTRACTOR equipment or personnel are engaged in project work. This water truck shall have working hose and fixed-sprayer attachments, and shall be maintained with a minimum half-load capacity via nearby water source for dust control and fire prevention/response purposes. CONTRACTOR Site Safety Plan shall include keeping vehicles off dry vegetated land where the vehicle chassis can come in contact with vegetation.
- 5.11 CONTRACTOR shall hold tailgate safety meetings each day at each site in order to ensure all onsite CONTRACTOR personnel are aware of all fire-related engineering controls included in the CONTRACTOR's Site Safety Plan.
- 5.12 The Department shall have sole authority to discharge CONTRACTOR personnel from this project who do not abide by the Site Safety Plan or the direction of the Department.
- 5.13 The CONTRACTOR may also have to submit a Hazardous Material Business Emergency Plan (HMBEP) through the California Environmental Reporting System (CERS). Once the CONTRACTOR has submitted their HMBEP online, they shall provide a copy to the County as part of the Public/Site Safety Plan. CONTRACTOR can expect to be required to develop a HMBEP if they expect to store any of the following: 500 pounds of total weight of hazardous materials, 55 gallons of total volume of hazardous materials, 200 cubic feet of standard temperature and pressure of compressed gas. The CERS online system can be viewed at the following link: <http://cers.calepa.ca.gov/Home/edt-implementers-blog/2016/06/24/cers-edt-implementation-update-june-24-2016>

## 6. Submittals

- 6.1 The CONTRACTOR shall provide all submittals as required by the County.
- 6.2 At a minimum, the CONTRACTOR shall submit the following:
  - 6.2.1 Site Safety Plan: Is required a minimum of ten (10) calendar days before the first proposed delivery at any site, the CONTRACTOR shall submit to the Department for review and acceptance a Site Safety Plan addressing each site in accordance with Section



6 – “Safety”. The Department must accept the CONTRACTOR’s Site Safety Plan before commencing delivery at any site.

6.2.2 Material Information: The CONTRACTOR shall submit to the Department, for each and every instance of delivery, the following information a minimum of twenty (20) calendar days prior to the proposed delivery for review and acceptance:

6.2.2.1 Name and contact information of the CONTRACTOR representative who shall have complete authority to act for the haul;

6.2.2.2 Total haul quantity;

6.2.2.3 Source of haul material;

6.2.2.4 Location of haul material - the CONTRACTOR shall coordinate safe and suitable access to the material for Department inspection and testing;

6.2.2.5 Soils data, if available, such as:

- gradation (sieve analysis)
- plasticity index
- permeability (hydraulic conductivity)
- confirmation that soil is non-hazardous

6.2.3 48-Hr Haul Notification: Upon Department acceptance of the “Material Information” submittal, the CONTRACTOR shall submit to the Department a minimum of 48 hours prior to each and every delivery, the following haul information for review and acceptance:

6.2.3.1 Haul dates;

6.2.3.2 Delivery timeframe for each haul day;

6.2.3.3 Haul truck type (truck capacity);

6.2.3.4 Number of haul trucks.

6.2.4 Load Counts: The CONTRACTOR shall provide to the Department the load tickets for each and every load delivered to Menifee, Pinyon Flats, and Mead Valley at the completion of each day of hauling. If load tickets are not available, the CONTRACTOR shall provide the Department with the total load count delivered at the end of each and every haul day.

6.2.5 For deliveries prior to the start of construction work (construction work done by others) the CONTRACTOR shall ALSO submit

6.3 As applicable to Mead Valley and/or Pinyon Flats:

6.3.1 48-Hr Haul Notification: Upon Department acceptance of the “Material Information” submittal, the CONTRACTOR shall submit to the Department a minimum of 48 hours prior to each and every delivery, the following haul information for review and acceptance:

6.3.1.1 Notice of BMP-TC1 implementation for review and acceptance;

6.3.1.2 Notice of proposed BMP implementation for stockpile sediment control, as

applicable to deliveries completed more than one (1) calendar week from the start of construction.

#### 6.4 As applicable to Menifee:

6.4.1 Traffic Control Plan: Upon Department acceptance of the "Material Information" submittal, the CONTRACTOR shall submit a site-specific traffic control plan for review and acceptance by the Department a minimum of ten (10) calendar days prior to the proposed delivery. The traffic control plan shall detail procedures for approaching or crossing public access roads internal to the landfill. The traffic control plan shall be shown on a site map and shall include but not limited to delineation of the proposed haul routes, traffic direction, signs, lane closures, and traffic control devices. Refer to Section 4.5.

6.4.2 48-Hr Haul Notification: Upon Department acceptance of the "Material Information" submittal, the CONTRACTOR shall submit to the Department a minimum of 48 hours prior to each and every delivery, the following haul information for review and acceptance:

6.4.2.1 Notice of BMP-TC1 implementation for review and acceptance;

6.4.2.2 Notice of proposed BMP implementation for stockpile sediment control, as applicable to deliveries completed more than one (1) calendar week from the start of construction.

### 7. Measurement and Payment

#### 7.1 All Sites

7.1.1 Measurement for Line Item No. 1 "Prepare and Implement Site Safety Plan" shall be based solely upon the Department's satisfaction of completion according to the requirements of Section 6 – "Safety". Payment shall be made based upon the unit price per lump sum quantity, as stated in the CONTRACTOR's Proposal for Line Item No. 1 and shall constitute full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved to prepare and implement the Site Safety Plan. Mobilization and demobilization costs for any equipment required to implement the Site Safety Plan shall be incorporated into the unit price for Line Item No. 1.

#### 7.2 Menifee

7.2.1 Measurement for Line Item No. 2A "Conditional – Prepare & Implement Traffic Control Plan for Menifee" shall be based solely upon the Department's satisfaction of completion for each item according to the requirements of Section 4.5 and Section 7.3.B.1. Payment shall be made based on the unit price per lump sum quantity, as stated in the CONTRACTOR's pricing for Line Item No. 2 and shall constitute full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved to prepare and implement the Traffic Control Plan at Menifee.

- 7.2.2 Measurement for Line Item No. 2B “Conditional – Install Applicable BMPs at Menifee” shall be based solely upon the Department’s satisfaction of completion according to the requirements of Section 4.4 and 4.7. Payment shall be made based on the unit price per lump sum quantity, as stated in the CONTRACTOR’s Pricing for Line Item No. 2B and shall constitute full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved to prepare and implement applicable BMPs at Menifee. Mobilization and demobilization costs for any equipment required to fulfill BMP implementation at Menifee shall be incorporated into the unit price for Line Item No. 2B
- 7.2.3 Measurement for Line Item No. 2C “Conditional – Menifee Stockpile Management” shall be based solely upon the Department’s satisfaction of completion according to the requirements of Section 4.6. Payment shall be made based on the unit price per lump sum quantity, as stated in the CONTRACTOR’s Pricing for Line Item No. 2C and shall constitute full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved to prepare and implement stockpile management. Mobilization and demobilization costs for any equipment required to fulfill all stockpile parameters at Menifee shall be incorporated into the unit price for Line Item No. 2C.
- 7.2.4 Measurement for Line Item No. 2D “Furnish, Haul, and Stockpile Soil for Menifee”, shall be based upon Department survey. The Department shall measure the final hauled and stockpiled quantity by comparing the pre- and post-stockpile ground surfaces within the specified stockpile limits at each site. The CONTRACTOR shall not be compensated for material stockpiled outside of the specified limits. The Department shall establish the pre-construction ground surface by a combination of conventional ground survey and aerial flight survey, and shall establish the post construction ground surface by ground surveying. Payment for hauling and stockpiling material to Menifee shall be made based on the unit price per cubic yard, as stated in the CONTRACTOR’s Pricing for Line Item No. 2D and shall constitute full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved to furnish, haul, and stockpile soil at Menifee.

### 7.3 Pinyon Flats

- 7.3.1 Measurement for Line Item No. 3A “Conditional – Install Applicable BMPs at Pinyon Flats” shall be based solely upon the Department’s satisfaction of completion according to the requirements of Section 4.4 and 4.7. Payment shall be made based on the unit price per lump sum quantity, as stated in the CONTRACTOR’s Pricing for Line Item No. 3A and shall constitute full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved to prepare and implement applicable BMPs at Pinyon Flats. Mobilization and demobilization costs for any equipment required to fulfill BMP implementation at Pinyon Flats shall be incorporated into the unit price for Line Item No. 3A.
- 7.3.2 Measurement for Line Item No. 3B “Furnish, Haul, and Stockpile Soil for Pinyon Flats” shall be based upon Department survey. The Department shall measure the final hauled and stockpiled quantity by comparing the pre- and post-stockpile ground surfaces within

the specified stockpile limits at each site. The CONTRACTOR shall not be compensated for material stockpiled outside of the specified limits. The Department shall establish the pre-construction ground surface by a combination of conventional ground survey and aerial flight survey, and shall establish the post construction ground surface by ground surveying. Payment for hauling and stockpiling material to Pinyon Flats shall be made based on the unit price per cubic yard, as stated in the CONTRACTOR's Pricing for Line Item No. 3B and shall constitute full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved to furnish, haul, and stockpile soil at Pinyon Flats.

#### 7.4 Mead Valley

7.4.1 Measurement for Line Item No. 4A "Conditional – Install Applicable BMPs at Mead Valley" shall be based solely upon the Department's satisfaction of completion according to the requirements of Section 4.4 and 4.7. Payment shall be made based on the unit price per lump sum quantity, as stated in the CONTRACTOR's Pricing for Line Item No. 4A and shall constitute full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved to prepare and implement applicable BMPs at Mead Valley. Mobilization and demobilization costs for any equipment required to fulfill BMP implementation at Mead Valley shall be incorporated into the unit price for Line Item No. 4A.

7.4.2 Measurement for Line Item No. 4B "Furnish, Haul, and Stockpile Soil for Mead Valley" shall be based upon Department survey. The Department shall measure the final hauled and stockpiled quantity by comparing the pre- and post-stockpile ground surfaces within the specified stockpile limits at each site. The CONTRACTOR shall not be compensated for material stockpiled outside of the specified limits. The Department shall establish the pre-construction ground surface by a combination of conventional ground survey and aerial flight survey, and shall establish the post construction ground surface by ground surveying. Payment for hauling and stockpiling material to Mead Valley shall be made based on the unit price per cubic yard, as stated in the CONTRACTOR's Pricing for Line Item No. 4B and shall constitute full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved to furnish, haul, and stockpile soil at each site.

#### **8. Riverside County Department of Waste Resource's Contacts:**

8.1 For any additional information and/or inquiries pertaining to this project, the CONTRACTOR may contact Monica Napoles at The Riverside Department of Waste Resources at 951-486-3216.

**EXHIBIT "B"**  
**PAYMENT PROVISIONS**

<b>Item Code</b>	<b>Item Name</b>	<b>Qty.</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Prepare and Implement Site Safety Plan	1	LS	\$ 4,500.00	\$ 4,500.00
2A	Conditional - Prepare & Implement Traffic Control Plan for Menifee	1	LS	\$ 3,800.00	\$ 3,800.00
	Notes for Item 2A			Includes Engineered Stamped Plan	
2B	Conditional - Install Applicable BMPs at Menifee	1	LS	\$ 7,700.00	\$ 7,700.00
2C	Conditional - Menifee Stockpile Management	1	LS	\$ 9,700.00	\$ 9,700.00
2	Furnish, Haul, and Stockpile Soil for Menifee	35000	CY	\$ 8.63	\$ 302,050.00
3A	Conditional - Install Applicable BMPs at Pinyon Flats	1	LS	\$ 3,500.00	\$ 3,500.00
3B	Furnish, Haul, and Stockpile Soil for Pinyon Flats	3500	CY	\$ 27.84	\$ 97,440.00
4A	Conditional - Install Applicable BMPs at Mead Valley	1	LS	\$ 3,500.00	\$ 3,500.00
	Notes for Item 4A			Excluded Cost of Water	
4B	Furnish, Haul, and Stockpile Soil for Mead Valley	1500	CY	\$ 10.28	\$ 15,420.00
<b>Applicable Taxes included in pricing: Total Amount</b>					<b>\$447,610.00</b>