



**CITY OF MARTINEZ**

**CITY COUNCIL AGENDA  
June 18, 2008**

**TO:** Mayor and City Council

**FROM:** Climate Change Ad Hoc Committee – Vice Mayor Ross / Councilmember Delaney

**PREPARED BY:** Lianne Marshall, Acting City Manager  
Michael Chandler, Senior Management Analyst

**SUBJECT:** Environmental Science Associates (ESA) Contract

**DATE:** June 10, 2008

**RECOMMENDATION:**

Authorize the City Manager to execute a contract with ESA for consulting services related to solid waste, recycling, and climate action planning programs.

**BACKGROUND:**

The City has a need for consultant assistance in order to maintain the Solid Waste and Recycling standards set forth in AB939, which requires public agencies to divert at least 50% of the waste generated within the community, and to develop Climate Action Planning targets established by AB32, which requires public agencies to reduce Greenhouse Gas Emissions to 1990 levels by 2020. The City's previous consultant for these services left the City in March 2008.

The City requested proposals from four firms in March and received responses from three of them. After careful review of the proposals, two firms were invited to interview with staff and members of the Climate Change Ad Hoc Committee on May 13<sup>th</sup>. Following the interviews, the interview panel determined ESA was the firm best qualified to meet the City's needs. ESA is a recognized leader in this field and has the demonstrated technical expertise necessary to assist the City with its AB939 and AB32 program objectives.

**FISCAL IMPACT:**

The cost for assisting the City with its AB939 Solid Waste and Recycling and AB32 Climate Action Planning programs is not to exceed \$61,400. Funds for this project are available in account 01002025300 in the FY 2008-09 budget.

**ACTION:**

Motion authorizing the City Manager to execute the attached contract with ESA for consulting services related to solid waste, recycling, and climate action planning programs.

Attachment: Resolution, Consultant Services Agreement

**APPROVED BY:**   
Acting City Manager

RESOLUTION NO. -08

**AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ENVIRONMENTAL SCIENCE ASSOCIATES FOR CONSULTING SERVICES RELATED TO SOLID WASTE, RECYCLING, AND CLIMATE ACTION PLANNING PROGRAMS**

**WHEREAS**, the City has a need for solid waste, recycling, and climate action planning services pursuant to the requirements of AB939 and AB32, which establish certain waste diversion and greenhouse gas emissions targets for public agencies; and

**WHEREAS**, through a comprehensive review and interview process, staff and the Climate Change Ad Hoc Committee determined that Environmental Science Associates (ESA) offers the best approach to meet the needs of the City; and

**WHEREAS**, ESA is a recognized leader in this field and has demonstrated the technical expertise necessary to assist the City with its solid waste, recycling, and climate action planning programs; and

**WHEREAS**, funds are available in the 2008-09 budget to cover the cost of the contract, which is not to exceed \$61,400.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Martinez hereby authorizes the City Manager to execute the attached Consultant Services Agreement with ESA to provide solid waste, recycling, and climate action planning services.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 18<sup>th</sup> day of June, 2008, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK  
CITY OF MARTINEZ

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 18th day of June, 2008, by and between the CITY OF MARTINEZ, hereinafter referred to as CITY, and Environmental Science Associates, hereinafter referred to as CONSULTANT, whose address is 225 Bush Street, Suite 1700, San Francisco, CA 94104. The CITY and CONSULTANT hereby agree as follows:

### SPECIFIC PROVISIONS

1. DESCRIPTION OF PROJECT

This Project consists of consulting services related to Solid Waste, Recycling, and Climate Action Planning programs.

2. SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

The services provided by Consultant shall include the Scope of Services as stated in the Consultant's Proposal dated June 6, 2008, incorporated herein by reference as Exhibit "A." The Consultant's letter of interest dated April 4, 2008, is also incorporated herein by reference as Exhibit "B."

3. SCOPE OF SERVICES TO BE PROVIDED BY CITY

City staff will coordinate directly with Consultant and provide information relevant to its Solid Waste, Recycling, and Climate Action Planning programs.

3. PAYMENT

a. Compensation:

The total cost for all services provided by Consultant shall not exceed \$61,400.

The City agrees to pay Consultant for the services specified in Paragraph 2 in accordance with Consultant's Cost Proposal dated June 6, 2008, incorporated herein by reference as Exhibit "C."

b. Time of Payment

Provided CONSULTANT is not otherwise in default under this Agreement, CONSULTANT shall be compensated monthly in arrears based on the time spent during the previous month for which an itemized invoice shall have been

submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices.

However, all payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase of task shall not exceed the following: \$22,400 for services related to AB939 Programs, and \$39,000 for services related to Climate Action Planning.

5. TIME OF COMPLETION

The CONSULTANT shall perform the work described in paragraph 2 throughout the period of July 1, 2008 – June 30, 2009. Specific dates and times for the various tasks will be determined by the City at a later date.

6. CONSULTANT and the CITY agree the schedule in Paragraph 5 above represents their best estimates with respect to completion dates and both CONSULTANT and CITY acknowledge that departures from the schedule may occur. Therefore, both CONSULTANT and CITY will use reasonable efforts to notify one another of changes to the schedule. Any proposed change in the schedule, including a change based on the events described in Section 7, immediately below, shall be delivered to the other party in writing. Any such proposed change by one party shall be subject to the approval of the other party; provided, however, that any such approval may not be withheld unreasonably. The person executing this Agreement on behalf of the CITY shall have the authority to agree to extensions proposed by the CONSULTANT.
7. CONSULTANT shall not be responsible for performance delays caused by others, or delays beyond CONSULTANT'S control, and such delays shall extend the times for performance of the work by CONSULTANT.

GENERAL PROVISIONS

1. The status of CONSULTANT is that of an independent contractor operating having control of his/her work and the manner in which it is performed. CONSULTANT is not considered to be an officer, an employee, or an agent of CITY, nor shall he/she hold him/herself out as or represent that he/she is an officer, employee, or agent of the CITY. CONSULTANT is required to obtain a business license with the City.
2. The CONSULTANT agrees that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the

CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul and cancel this Agreement without liability of any sort and/or, in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

All reports, drawings, calculations, plans, specifications, and other documents prepared or obtained pursuant to the terms of this Agreement shall be endorsed by Consultant and delivered to and become the property of the City with the exception of proprietary/copyrighted information (as in agreements or software services). In addition, data prepared or obtained under this Agreement shall be made available, upon request, to the City. The foregoing notwithstanding, said documents, plans, etc. which are site specific for the subject project shall not be used for any other work without the consent of Consultant.

Consultant and his/her/its subconsultants shall keep and maintain full and complete documentation and accounting records, including all records, employees' time sheets and correspondence pertaining to this Agreement. The Consultant shall make such documents and records available for review and/or audit evaluation by representatives of the City at all reasonable times during the contract period and for at least four (4) years from the date of final payment. Upon written request by the City, the Consultant shall provide the City with copies of all pertinent reports and correspondence.

3. CONSULTANT shall provide properly skilled professional and technical personnel to perform all services under this contract. The CONSULTANT shall not engage the services of any person or persons now employed by the CITY, except with the written permission of the CITY. Except as otherwise herein provided, the CONSULTANT shall not assign or sublet any portion of the services to be performed under this Agreement without the prior written consent of the CITY. Said consent may be withheld with or without reasons. In the event that the CITY, in writing, approves any assignment or subletting of this Agreement or the retention of sub-consultants by CONSULTANT, the CONSULTANT shall provide to the CITY copies of each and every sub-consultant contract prior to the execution thereof by the CONSULTANT and sub-consultant.
4. CONSULTANT shall comply with all Federal, State and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.
5. All changes and/or extra work shall be performed and paid for in accordance with the following:
  - a. Only the CITY Manager may authorize extra and/or changed work. CONSULTANT expressly recognizes that other CITY personnel are without

authorization to either order extra and/or changed work or waive contract requirements. Failure of CONSULTANT to secure the CITY Manager's prior, written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and CONSULTANT thereafter shall be entitled to no compensation whatsoever for performance of such work.

- b. If the CONSULTANT is of the opinion that any work he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, he shall promptly notify the CITY Manager of the fact. The CITY Manager shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the CITY Manager determines that such work does constitute extra work, the CITY shall provide compensation to the CONSULTANT on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between the CITY and the CONSULTANT. Such Supplemental Agreement shall be executed by the CONSULTANT and be approved by the necessary CITY officials.
  - c. In the event the CITY Manager determines that such work does not constitute extra work, CONSULTANT shall not be paid extra compensation above that provided herein. The determination of the CITY Manager may be appealed to the CITY Council as long as a written appeal is submitted to the CITY Manager within five (5) days after the date of the CITY Manager's determination. Said written appeal shall include a description of each and every ground upon which CONSULTANT challenges the CITY Manager's determination.
6. CITY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that payment for or acceptance of CONSULTANT'S work by CITY shall not operate as a waiver or release. CONSULTANT shall indemnify and hold harmless the CITY from and against any and all claims or expenses caused or occasioned directly or indirectly by CONSULTANT'S failure to so perform.
7. CONSULTANT assumes all responsibility for damages to property or injury or death to persons caused by the negligent performance errors or omissions of CONSULTANT and/or his/her agents or employees. To the extent permitted by law, CONSULTANT shall indemnify, hold harmless, release and defend CITY, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including CONSULTANT from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of CONSULTANT, his employees and agents hereunder and regardless of CITY'S passive negligence. In the event and only the event of concurrent or joint active negligence of

City and Consultant, liability for any and all claims, losses, damages or expenses to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the principles of comparative negligence. CITY agrees to provide CONSULTANT with reasonable notification of legal claims and/or lawsuits which CITY may receive and for which CITY will request indemnification under this paragraph.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONSULTANT under Workers' Compensation, disability or other employee benefits acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitations of any insurance held by CONSULTANT.

8. Without limiting CONSULTANT'S indemnification provided hereunder, CONSULTANT shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by the CITY, the following policies of insurance with a Best rating of no less than A-VII.

- a. Workers' Compensation insurance to cover its employees, and the CONSULTANT shall require all sub-consultants similarly to provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the sub-consultant's employees. All Workers' Compensation policies shall be endorsed with the provision that it will not be canceled without first giving thirty (30) days prior notice to the CITY.

In the event any class of employees engaged in hazardous work under the Contract is not protected under Workers' Compensation Statutes, the CONSULTANT shall provide, and shall cause all sub-consultants to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy must be acceptable to CITY and shall provide that it will not be canceled without first giving thirty (30) days notice to the CITY.

CONSULTANT'S Worker's Compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY, its officers and employees when acting within the scope of their appointment or employment."

- b. Commercial general liability insurance including personal injury and property damage insurance for all activities of the CONSULTANT and its sub-consultants arising out of or in connection with this contract, written on a commercial general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, cross liability, x, c, u hazards, subcontractors named as additional insureds (inapplicable if no subcontractors or subconsultants), vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than \$1 million dollars combined, single limit personal injury and property damage for each occurrence.

The completed operations and product liability insurance shall continue for not less than 365 days following acceptance of the work by CITY. The commercial general liability policy shall be endorsed with the following language:

- (1) The CITY OF MARTINEZ is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.
- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- (3) The insurance provided herein is primary and no insurance held or owned by the CITY OF MARTINEZ shall be called upon to contribute to a loss.
- (4) The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the CITY of MARTINEZ.

- c. Professional liability, errors and omissions insurance in an amount not less than \$1 million dollars. The professional liability insurance policy shall be endorsed with a provision stating that it may not be canceled without first giving thirty (30) days prior written notice to the CITY. The professional liability policy shall be written on an occurrence policy basis to cover any professional liability, errors or omissions made during the term of policy. In the event

CONSULTANT'S policy is a "claims made" policy only covering those claims made during the policy period, then CONSULTANT agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.

- (1) SUB-CONSULTANTS providing professional services under this Agreement shall be added to CONSULTANT'S policy as additional insured, or shall provide evidence of their own professional liability insurance which is acceptable to the CITY Attorney.

- d. CONSULTANT shall submit to CITY documentation evidencing its required insurances signed by the insurance agent and companies, copies of which are attached as Exhibit "D". Any deductible or self-insured retentions must be declared to and approved by CITY. At the option of CITY, insurer shall reduce or eliminate such deductible or self-insured retention as respects CITY, its officers and employees or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims, administration and defense expenses.

9. The CITY shall furnish the CONSULTANT, to the extent that they are available, CITY standards, details, specifications, and regulations applying to the Project and other such information which may be helpful to the CONSULTANT in performance of its service. Any and all additional data necessary for design shall be the responsibility of the CONSULTANT.
10. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the CITY within its sole discretion upon written notice to CONSULTANT. CONSULTANT may terminate this Agreement upon thirty (30) days' written notice to the CITY only for good cause, including without limitation, CONSULTANT'S serious illness or material breach of this Agreement by the CITY. CONSULTANT'S written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. Upon termination, all finished and unfinished documents, project data and reports shall, at the option of the CITY, become its sole property and shall, at CONSULTANTS' expense, be delivered to the CITY or to any party the CITY may so designate. In the event of termination by CONSULTANT, CONSULTANT shall only be compensated for all work CONSULTANT satisfactorily performs prior to the time CONSULTANT delivers to the CITY the termination notice, unless other arrangements are agreed to by the CITY. In the event of termination by the CITY, CONSULTANT shall be compensated for all work satisfactorily performed prior to the time CONSULTANT receives the termination notice, and shall be compensated for all materials ordered by CONSULTANT, and services of others ordered by CONSULTANT prior to receipt of the CITY'S termination notice, whether or not such materials or instruments of services of others have actually been delivered to CONSULTANT or to the CITY, provided that CONSULTANT is not able to cancel such orders for materials or services of others. In the event this Agreement is terminated pursuant to this section, CONSULTANT shall not be entitled to any additional compensation over that provided herein; nor shall CONSULTANT be entitled to payment for alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by the CITY pursuant to this section.
11. Should the CONSULTANT fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the CITY may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. CONSULTANT shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by CITY by virtue of the CONSULTANT'S breach of this Agreement.
12. This Agreement shall inure to the benefit of, and be binding upon, the successors in interest, legal representatives, trustees, and permitted assigns of either party.

13. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure, section 1856. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by parties to this Agreement.
14. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed **return** has not been received. After receipt of a demand for assurance, either party's failure to provide within a reasonable time but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances is a breach of this Agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.
15. All notices permitted or required hereunder shall be addressed as follows:

If to the CITY:

Lianne Marshall  
Interim City Manager  
City of Martinez  
525 Henrietta Street  
Martinez, CA 94553

If to the CONSULTANT:

Greg Thornton  
Chief Financial Officer  
Environmental Science Associates  
225 Bush Street, Suite 1700  
San Francisco, CA 94104

16. This Agreement shall be construed in accordance with the law of the State of California. Venue shall be in the County of Contra Costa.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written in the CITY OF MARTINEZ, California.

CITY OF MARTINEZ  
A Municipal Corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lianne Marshall, Interim City Manager

CONSULTANT is a corporation duly organized and validly existing and in good standing under the laws of the State of California, and is authorized to perform the services under this agreement. The corporate officer executing this agreement has been authorized and directed to do so by corporate resolution.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Consultant

APPROVED AS TO FORM

By: \_\_\_\_\_  
City Attorney

Attachments:

- Exhibit A: Consultant Scope of Services
- Exhibit B: Consultant Letter of Interest
- Exhibit C: Consultant Cost Proposal
- Exhibit D: Proof of Required Insurance
  - Worker's Compensation Insurance
  - Commercial General Liability Insurance
  - Commercial General Liability - Auto Insurance
  - Professional Liability

## **Scope of Services**

### **A. AB 939 Program Assistance**

**Prepared June 6, 2008**

ESA will assist the City of Martinez with its solid waste and AB 939 programs for a period of one year. This will include compliance with CIWMB reporting requirements, helping to monitor and ensure compliance of the City's franchised waste collector with the terms of the franchise agreement, and continued development and implementation of diversion programs. Specific tasks shall include the following:

- Task 1. Prepare CIWMB Annual Diversion Report (1 report).
- Task 2. Assist with Solid Waste/Recycling Franchise Enforcement (1-year period).
- Task 3. Review quarterly collection reports from Allied Waste (4 quarters).
- Task 4. Advise City of additional diversion opportunities.
- Task 5. Provide 2 home composting workshops for residents.
- Task 6. Provide 2 special waste reduction and recycling classes/presentations.
- Task 7. Provide recycling guidance/assistance to local schools (up to 3 sites).
- Task 8. Assist with articles/promotional materials for City website, newsletters, and other print media.
- Task 9. Identify and prepare appropriate grant applications (up to 2).

All tasks will be performed on a time and materials, not-to-exceed basis, as shown in the accompanying cost proposal.

### **B. Scope of Work: Schematic Climate Action Plan for the City of Martinez (ESA + Town Green)**

**Revised 6-6-08**

The objective of the project will be to produce a community-engaged Climate Action Plan at a schematic level of detail. While this Plan will provide the City with a set of strategies and actions for reducing its greenhouse gas (GHG) emissions and reliance on

non-renewable resources, additional effort beyond that detailed in this proposal will be required to develop a more comprehensive and detailed version of the plan: this proposal does not include preparation of detailed program descriptions, detailed costs, detailed comparisons of program costs and effectiveness, implementation strategy and schedule, or monitoring. The geographic scope of the Plan will be limited to the City limits of Martinez.

### **Task 1: Basic Research and Preparation**

This task will include basic research on the City's GHG emissions (including review of the ICLEI inventory), existing climate-related programs, local effects of climate change, and potentially appropriate GHG reduction and sequestration strategies and adaptation strategies.

This task also includes creation and maintenance (for the duration of the contract) of a project website that will be used to provide information and gather feedback during the planning process.

City staff will be expected to provide information on existing City programs.

### **Task 2: City Staff Meeting**

This will be an approximately 3-hour meeting to set goals, objectives, and performance metrics, and to select a preliminary range of strategies, programs, and tools for discussion. The Team will provide the City with preparatory materials to complete in advance of the meeting, including possible strategies and approaches, and request data necessary for the execution of Task Two.

City staff will be responsible for meeting notification, set-up, and logistics. Following the meeting, City staff will be responsible for compiling one set of written comments, including meeting minutes and written comments received. ESA and Town Green will then prepare a CAP Framework document that we will present to the Council's Climate Subcommittee that will outline the process, key events and milestones, desired outcomes and deliverables, focused range of strategies and tools, required resources, and a timeline.

### **Task 3: Public Involvement**

ESA and Town Green will provide a home page with project information and questionnaire, to initiate the public involvement phase of planning. We will conduct two two-hour weekday evening workshops to explain, test, and prioritize strategies – benefits, drawbacks, and effectiveness – with the participants, using the CAP Framework document as a basis for discussion. The City will handle all meeting notification, set up and logistics (ESA and Town Green will post meeting information and materials on the Project website). ESA and Town Green will prepare a "Key Outcomes" memo summarizing the workshop(s).

**Task 4: Preparation of Schematic Climate Action Plan**

Based on input from the public on the CAP Framework, we will prepare a more detailed draft Schematic Climate Action Plan. Upon receipt of City comments on the draft, we will prepare one revision of the Schematic Plan. The Plan will include the following:

- Goals and Objectives;
- Background on Climate Change;
- City of Martinez Greenhouse Gas Emissions and Sources;
- Strategies for Reducing Greenhouse Gas Emissions, briefly summarized and analyzed;
- Strategies for Adapting to Climate Change, briefly summarized and analyzed;
- Preliminary Comparison and Prioritization of Strategies.

**Task 5: Project Management**

This task includes internal coordination and task assignment, budget tracking, invoicing, regular contact with the City's project manager, problem resolution, and internal QA and QC for documents.



225 Bush Street  
Suite 1700  
San Francisco, CA 94104  
415.896.5900 phone  
415.896.0332 fax

www.esassoc.com

April 4, 2008

Mike Chandler, Senior Management Analyst  
City of Martinez, Planning Department  
525 Henrietta Street  
Martinez, CA 94553

**Subject:** ESA's Qualifications For Assistance with Recycling and Climate Change Programs

Dear Mr. Chandler:

ESA is pleased to submit our qualifications for work related to the City of Martinez's recycling and climate change programs. Per my conversation with you, we understand that you are currently in the process of assessing the City's specific needs, but preliminarily you have identified the following areas in which you may require assistance from a consultant: 1) Preparation of the AB 939 Annual Report to the California Integrated Waste Management Board (CIWMB); 2) Grant applications to the CIWMB; 3) Recycling program assistance for the City; and 4) Development of a Climate Action Plan.

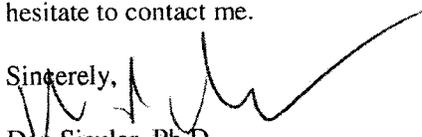
ESA enjoys a reputation as one of the leading consulting firms providing assistance to local governments in all aspects of integrated waste management planning, regulatory compliance, program implementation, and monitoring. Several of our staff have been involved for decades in re-gearing solid waste management from disposal to recycling, composting, and waste reduction. ESA's integrated waste services blossomed with the passage of AB939 in 1989, and since, we have assisted our local government clients in all aspects of AB 939 compliance. We have also been a leader in the provision of technical assistance to cities and counties in the realm of implementation of recycling, composting, waste reduction, and household hazardous waste programs. In addition, we have prepared CEQA documents for all manner of solid waste facilities: new landfills and landfill expansions, transfer stations, material recovery facilities, and composting facilities. While our practice is state-wide, much of our work, and many of our current clients, are in the Bay Area. These include Contra Costa County, the City and County of San Francisco, the Alameda Waste Management Authority/Source Reduction and Recycling Board, and the South Bayside Integrated Waste Management Authority.

In addition to our experience and acumen in the realm of waste prevention, ESA has developed strong skills and has accumulated important experience in climate change science, policy, and program development. Our atmospheric scientists are skilled in modeling greenhouse gas emissions from a variety of sources and at all scales, and are also adept at projecting the efficacy of reduction strategies and carbon sequestration projects. We have experience in the development of municipal policies and strategies for greenhouse gas reduction, including "smart growth," transportation planning, water and energy conservation, and waste management, both through the CEQA process and through other means.

We have included in this submittal a sampling of our waste prevention and recycling projects, as well as resumes of members of our Sustainability and Solid Waste Group. We have also included our Climate Change qualifications package, which includes brief biographies of some of the key staff involved in that practice. Since I have interests and experience in both, please consider me your primary point of contact as we explore the possibility of working together.

I hope that you enjoy your review of our qualifications. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,



Dan Sicular, Ph.D.

Senior Managing Associate, Sustainability and Solid Waste Group

Exhibit B



## **SECTION 1**

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### **Qualifications**

Environmental Science Associates (ESA) is pleased to present this statement of qualifications to the City of Martinez (City) for services related to recycling and climate change. ESA has prepared a packet that provides an overview of our expertise in the requested areas: 1) Solid Waste and Recycling on AB 939 Annual Reporting of Diversion; 2) Grants for AB 939 applications on items such as “Used Oil Block”; 3) Recycling Programs and 4) Climate Action Plan.

ESA is an employee-owned multidisciplinary environmental consulting firm with a staff of more than 250 professionals in 10 offices located in California, Washington, Oregon and Florida. Since its inception in 1969, ESA has prepared thousands of environmental documents for compliance with myriad local, state, and federal environmental laws and regulations. In addition to preparing CEQA and NEPA environmental documentation, ESA’s services encompass air quality and noise studies, transportation studies, feasibility and site selection studies, site planning, impact assessment, licensing, permitting, monitoring, restoration, and public engagement.

#### **A. ESA: An Emerging Leader in the Fight Against Global Climate Change**

ESA is a leader in the development of policies, plans, and programs that are helping our clients achieve more sustainable practices. In response to our clients evolving service needs we have developed a suite of services that address global climate change and the reduction of greenhouse gas (GHG) emissions. In recent years, our staff of atmospheric scientists, energy experts, sustainability planners, and CEQA practitioners have increasingly turned their attention to global climate change an environmental challenge of the highest order. With the enactment of legislation and policies such as California’s landmark AB 32 and many municipal-level climate initiatives, we have recognized the emerging market for a new field of environmental consulting that combines understanding of the scientific, social, and economic aspects of the global threat, and that brings this understanding to bear on crafting a response at the local level. Our work in this field to date has primarily involved the development of innovative CEQA documents, in which we have conducted detailed GHG emissions inventories for a broad variety of proposed plans, projects, and facilities, and in which we have developed mitigation strategies to reduce impacts on global climate change. We recognize the importance of CEQA as one tool for implementation of state and local climate change policies, both at the scale of individual projects, and for broader city and regional planning, and we are committed to continuing to pioneer the frontiers of this essential land use and public process law.

## 1. Qualifications

In addition to our CEQA work, ESA conducts GHG emission inventories and develops GHG reductions plans and strategies for a variety of public and private sector clients. ESA is a registered assessor with the California Climate Action Registry, and we are under contract with the London-based Carbon Neutral Company to perform GHG inventories and develop reduction plans for their West Coast clients. ESA staff have expertise in modeling air emissions, including GHGs, from any and all sources, from refineries and landfills, to housing and commercial developments, to municipal water and wastewater systems, to whole cities. Our staff are versed in several standard protocols for inventorying and reporting GHG emissions, and for comparing the effectiveness of reduction and sequestration strategies. We have developed an understanding of the shared responsibility of addressing global climate change, which must involve government, private sector, non-profits, schools and universities, and individuals. From our many years of planning and policy work, we have a well-grounded appreciation for public process that leads to the adoption and implementation of local and regional environmental plans for workable, affordable, and achievable programs for fulfilling objectives and reaching goals.

ESA is pleased to offer our clients assistance in the following areas:

- Development of Climate Change Policies and Climate Action Plans;
- Greenhouse Gas emissions inventories, including:
  - Lifecycle inventories for programs, projects, and facilities,
  - California Climate Action Registry (CCAR)-compliant baseline inventories for cities, counties, special districts, water agencies, institutions, businesses, and organizations,
  - Follow-up inventories for effectiveness monitoring;
- Traffic Demand Management plans and policies;
- Energy and materials audits at location- and enterprise-scale for identifying opportunities for cost savings and efficiencies;
- Use of CEQA as a tool for greenhouse gas reduction, including establishing significance thresholds, development of mitigation strategies, examining the climate change benefits of project and program alternatives, and encouraging smart growth;
- Public outreach and involving the public in the process of developing Climate Action Plans;
- Development and quantification of carbon sequestration and offset projects, including renewable energy, reforestation, and wetlands restoration;
- Development of innovative and effective recycling, composting, and waste reduction programs that maximize greenhouse gas reduction potential.



## **Staff: Climate Change Mitigation and Response**

### ***Doug Cover – Director, Energy Group***

- Doug Cover, Director of the Energy and Industrial Facilities Group, has more than 30 years of consulting experience and specializes in environmental impact assessments, regulatory compliance, and permitting.
- Doug's project experience includes managing complex NEPA and CEQA documents, preparing emission inventories and conducting air quality modeling in support of development applications, investigating visibility impacts in National Parks and other Federal Class I areas, and developing multimedia environmental compliance strategies.
- Doug served as Project Director/Manager on EIRs for several bay area refineries, many of which included preparation of GHG emission inventories, including *Dow Chemical Plant Expansion*, *Chevron Richmond Refinery Renewal EIR*, and *ConocoPhillips Rodeo Refinery Clean Fuels Expansion Project EIR*. Doug is also currently directing *The Carbon Neutral Company Greenhouse Gas Inventories and Climate Action Plan*.

### ***Dan Sicular, Ph.D. – Senior Managing Associate***

- Dan Sicular is versed in the analysis and resolution of complex problems involving human impacts on natural systems, and in the application of scientific findings in the formulation of policies and programs affecting land use and natural resources management.
- Dan has worked extensively with stakeholder groups and government agencies to elicit areas of mutual interest and to develop workable strategies to reduce carbon emissions, improve water quality, protect aquatic resources, and reduce waste.
- Dan works closely with ESA's biologists, atmospheric scientists, geologists, hydrologists, and planners and has a broad understanding of these disciplines, enabling him to serve as both a synthesizer of information from diverse fields, and as a translator of technical and scientific concepts to policy and program formulations.
- Dan has completed several complex GHG emission inventories and reduction plans in the course of CEQA analysis, including *Redwood Landfill* lifecycle GHG emissions inventory and comparison with alternatives; carbon emissions and sequestration potential for the *Shasta and Scott Rivers Permitting Program EIRs*, and lifecycle and post-reclamation development inventories for the *San Rafael Rock Quarry*.

### ***Adam Lenz – Associate***

- Adam, a technical associate in ESA's Sustainability and Solid Waste Group, trains local businesses to participate in composting, recycling and green business programs, in English and Spanish, and is experienced at coordinating projects that involve community outreach and sustainability.
- Adam is currently developing climate action plans and determining GHG inventories for large organizations under *The Carbon Neutral Company*. He has also worked with many community groups and businesses to develop green programs and continues to help the *Altamont Landfill Community Monitor Committee* ensure regulatory compliance.

**Robert Eckard – Climate and Water Resources Analyst**

- Robert has over seven years of experience managing, developing, and preparing carbon and greenhouse gas planning strategies and technical studies, environmental compliance documentation, and technical analysis of hydrology and water quality.
- He specializes in climate change and renewable energy planning, technical aspects of water resources and water quality, and areas of overlap between climate change, energy, and water resources.
- Robert spent two years working with the *Public Interest Energy Research (PIER) division of the California Energy Commission*, where he contributed to action planning and technical environmental aspects of greenhouse gas and renewable energy generation across California.

**Matt Fagundes – Air Quality Analyst**

- Matt is an environmental scientist with over 10 years of experience evaluating potential impacts to the physical environment, particularly with regard to air quality and noise for compliance with CEQA and NEPA.
- Matt provided air quality analysis for the following recent projects, all of which have greenhouse gas analysis components: *City of Pittsburg Dow Chemical Plant Expansion CEQA Documentation; CDFG Shasta and Scott Watersheds Permitting Programs EIRs; City of Richmond Chevron Refinery Renewal Project EIR, Contra Costa County; and ConocoPhillips Rodeo Refinery Clean Fuels Expansion Project EIR.*

**Ron Foster, AICP – Transportation Analyst**

- Ron has more than 18 years experience working as a transportation planner, including preparation of numerous circulation elements for EIRs, evaluation of site access, circulation for large development projects, financial feasibility of parking structures in urban and suburban settings, and development of transportation elements for city and county general and specific plans.
- Ron developed a traffic and circulation study for *Redwood Village EIR, San Rafael, CA*, which incorporated a GHG emissions inventory. Ron is currently preparing transportation analysis for *Brisbane Baylands Phase I Specific Plan EIR*, which largely incorporates sustainability, particularly with respect to energy use, green building technology, climate change, greenhouse gas emissions, and sea level rise.

**Karl Heisler – Urban Planning and “Smart Growth” Analyst**

- Karl, San Francisco Community Development Group Manager, has 18 years experience managing the preparation of EIRs and Negative Declarations for office, commercial, residential, and civic projects, as well as for general plan updates and comprehensive rezoning programs.
- Karl has technical expertise in the areas of land use, zoning and plan consistency; architectural resources; transportation; and air quality. In 2007 and 2008, Karl worked with the San Francisco Planning Department to develop a standard methodology for the analysis of greenhouse gas emissions in the city’s CEQA documents on the *San Francisco Eastern Neighborhoods Rezoning Programmatic EIR.*



**Kelly Runyon – GIS Analyst**

- Kelly has 28 years of experience in engineering and planning related to alternative energy and resource conservation. He also serves as a Geographic Information Systems (GIS) Analyst, providing analyses involving demographic and transportation data, the use of databases and CAD drawings from outside sources, GPS-acquired data, orthophotos, and digital elevation models.
- Kelly has conducted GIS analysis for *Solano High Winds EIR, Solano County; Calpine Geothermal Expansion*, which delineated the sub-watershed areas that would be impacted by expanded geothermal development; and *Alameda County Household Hazardous Waste Program Support Services*.
- Other relevant experience includes *Sonoma County Water Agency Sustainability Management System*, where he studied and compared several methods of obtaining and processing organic solid wastes to produce power in an anaerobic digestions system.

**Steve Sherman – Waste Reduction, Composting, and Recycling Analyst**

- Steve has 18 years of solid waste management consulting experience, with focus on recycling and organics program planning and implementation for municipalities, and special concentration on economic analysis, policy evaluation, business outreach, and survey design and data analysis.
- He has helped numerous public and private sector clients, including the *City of Oakland, the City and County of San Francisco, the City of Los Angeles* and *the City of Berkeley* to plan, develop and expand waste reduction, recycling and composting programs within a context of integrated solid waste management and community involvement.

**Eric Zigas – Water Conservation Specialist**

- Eric, Bay Area Water Group Director, has 27 years experience managing water resources planning projects, in particular developing and implementing planning methodologies, and facilitating clients and their communities in policy-level decision-making processes that explore, promote and support the sustainable utilization of natural resources.
- Eric's relevant projects that incorporated water resources planning and conservation include: *SCVWD Groundwater Impact Evaluation of Recycled Water Irrigation, CCWD Future Water Supply Study and Implementation Program EIR* and *Soquel Creek Water District Conjunctive Use Water Supply Program EIR and Integrated Resources Plan 2006*.

**Nichole Yeto – Air Quality Analyst**

- Nichole has several years experience performing air quality analysis and conducting human health risk assessments for CEQA documents, specifically calculating construction and operational emissions and setting up, running, and analyzing air pollution dispersion models.
- Nichole has routinely worked with various air quality management districts including, but not limited to, the Bay Area Air Quality Management District, the South Coast Air Quality Management District, and the San Joaquin Valley Air Pollution Control District.

## Climate Change: Previous Experience

In addition to being registered with the California Climate Action Registry as a Technical Assistance Provider, ESA participates as a member of the California Manufacturers and Technology Association (CMTA) Climate Change Advisory Committee, which keeps us abreast of the latest developments in AB 32 regulatory requirements and reporting protocols for GHG emissions. The following are some of ESA's recent GHG and climate change projects.



Carbon Neutral Greenhouse Gas Inventories and Climate Action Plan

Location: Various throughout West Coast  
Client: The Carbon Neutral Company

### ***The Carbon Neutral Company Greenhouse Gas Inventories and Climate Action Plans***

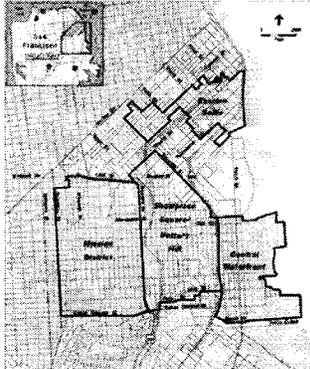
ESA is under contract with The Carbon Neutral Company (TCNC) to prepare GHG inventories and Climate Action Plans for TCNC's west coast clients. The plans are an essential first step for companies, institutions, organizations, and municipalities who want to become "carbon neutral" through reducing their carbon emissions, and then off-setting those that they cannot reduce. TCNC was established over 10 years ago, and invented many of the tools which are now foundations of the carbon marketplace, including on-line carbon calculators, legal contracts for carbon offsets from forestry, trademarked methodologies (CarbonNeutral®) and carbon offset packages for business and consumers. TCNC also helped to conceive and found the All Party Parliamentary Group on Climate Change in the UK. This is the largest non-partisan group in UK government, which TCNC now serves as the Secretariat.

TCNC has consistently innovated in the market to raise standards and drive the agenda, and is well-recognized as the industry leader for supplying verified, guaranteed carbon offsets, developing innovative offset programs with important social components, and for promoting offsets as the strategy of last resort, after reductions are made through conservation and efficiency efforts. Since incorporation, TCNC has established over 150 offset projects ranging in emission reduction volumes of 2,000 to 100,000 tons of CO<sub>2</sub>, which together will result in over 1.5 million tons of carbon emissions reduction. Their offset projects are located in 20 different countries, over 6 continents spanning 15 technology types.

Over the coming months and years, ESA expects to prepare many GHG inventories and Climate Action Plans for TCNC, as the first step in achieving carbon neutrality. Future Climate Action Plans will be developed for Capitol Group with 9,000 associates and Farmers Insurance with 18,000 associates in partnership with TCNC. We consider the voluntary adoption and realization of carbon neutrality goals, by individuals, businesses, institutions, and government agencies, to be an essential component of the fight against global warming, and we are pleased to be associated with a global leader in this effort.

## Greenhouse Gas Mitigation through CEQA

### ***San Francisco Eastern Neighborhoods Rezoning Programmatic EIR***



Eastern Neighborhood Rezoning  
 Location: San Francisco  
 Client: City of San Francisco

In connection with the EIR for a rezoning proposal for a large area of eastern San Francisco, ESA assisted the City of San Francisco in developing an analysis methodology for GHGs. *ESA also developed the City's first standardized language regarding GHG emissions for inclusion in CEQA documents in San Francisco.* This work was undertaken in connection with the EIR for the Eastern Neighborhoods Rezoning project, which proposed zoning changes and General Plan amendments for an approximately 2,200-acre area covering four neighborhoods: the Mission, Showplace Square/Potrero Hill, the Central Waterfront, and the eastern portion of the South of Market ("East SoMa"). The current population of these areas is about 67,000, projected to increase to maximum of about 87,000. The proposal is intended to encourage new housing while preserving sufficient land for light industrial and service industry (referred to collectively as

"Production, Distribution, and Repair," or "PDR," uses), and will also include the adoption of area plans for each neighborhood for inclusion in the General Plan. The analysis calculates GHG emissions associated with several program alternatives.

### ***Redwood Landfill EIR***



Redwood Landfill EIR  
 Location: San Rafael  
 Client: County of Marin

As part of ESA's preparation of the Final EIR for the proposed expansion of Redwood Landfill, which receives most of the solid waste from Marin and Sonoma Counties, *ESA conducted a lifecycle analysis of GHG emissions for the facility, from its opening in 1958 through the year 2098.* The analysis examines fugitive emissions of methane, a GHG with a global warming potential 25 times that of carbon dioxide; state, national, and global inventories recognize landfill gas as a significant contributor to warming. The EIR finds that future emissions of methane will exceed 1990 levels, the baseline year set by Marin County's Greenhouse Gas Reduction Plan, and concludes that this increase constitutes a significant impact. Mitigation measures specified in the EIR include maximizing capture of landfill gas and its use for power production; increased recycling, as well as composting of

organic wastes (which contribute to landfill gas generation); extending the post-closure maintenance period as long as the landfill continues to produce gas; and additional on-site and off-site off-sets. With mitigation, future emissions can be reduced to below 1990 levels.

## **Dow Chemical Plant Expansion**

Dow Chemical Plant Expansion

Location: Pittsburg

Client: City of Pittsburg

ESA recently completed a CEQA Initial Study and Negative Declaration for a proposed expansion of the Dow Chemical Plant in Pittsburg, California. As part of the CEQA analysis, ESA prepared an assessment of GHG emissions that would result from construction and operation of the proposed expansion. The GHG emission calculations included both direct and indirect emissions, and took into consideration energy efficiency improvements that would result from the proposed project. *To enable use of a Negative Declaration for the project, Dow agreed to incorporate carpooling and shuttle service for construction workers as part of the project to reduce traffic impacts and GHG emissions to less than significant levels.* GHG emissions were also found to be less than significant for operations owing to the project's energy efficiency measures. The Negative Declaration was adopted and the project approved by the City of Pittsburg.

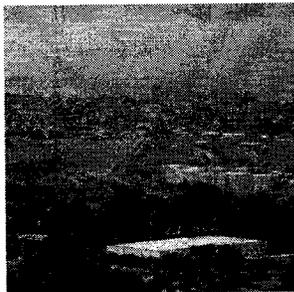
ESA also prepared GHG emission inventories on the following CEQA projects:

- San Francisco Public Utilities Capital Improvement Program Programmatic EIR
- Chevron Richmond Refinery Renewal EIR
- ConocoPhillips Rodeo Refinery Clean Fuels Expansion Project EIR
- San Rafael Rock Quarry EIR
- California Department of Fish and Game Shasta and Scott Watersheds Permitting Programs EIR
- Lancaster Commercial Shopping Center EIR

## **ESA's Sustainability Projects**

ESA strongly embraces the principles, frameworks, and tools of corporate and public sector environmental sustainability, while remaining deeply grounded in the scientific, technical, and public process aspects of environmental planning and documentation. We regularly provide specialized environmental and sustainability consulting for businesses and public agencies. At ESA, we define sustainability as a means to focus on eliminating or reducing waste, preventing pollution, and conserving natural resources and habitats to improve performance, reduce costs, and meet social goals, while exceeding environmental compliance standards. The following projects have strong sustainability goals or components.

### **Brisbane Baylands Phase I Specific Plan EIR**



Brisbane Baylands Phase I Specific Plan EIR

Location: Brisbane

Client: City of Brisbane

ESA is preparing an EIR for a specific plan to develop the Baylands Landfill site in Brisbane. The Plan addresses the 446-acre eastern portion of the 659-acre Baylands area. The Phase I area consists of 328 upland acres, located generally between the Bayshore Freeway (US 101) and the Union Pacific/Caltrain railroad corridor, and the 118 acres of the Brisbane Lagoon. The upland area is a former landfill site, most of which is currently undeveloped. Overall, the Specific Plan would allow for up to 5 million square feet of commercial retail, office, hotel, and light industrial development on 175 acres (not including 54 acres of roadway



### **Pacific Union College Angwin Eco-Village EIR**



Pacific Union College Angwin Eco-Village EIR

Location: Napa County

Client: Napa County

ESA is currently preparing an EIR for a proposed “eco-village” in the unincorporated community of Angwin in Napa County, on land currently owned by the Pacific Union College. The project includes 380 units of new housing, and replacement of 100 existing housing units with an equal number of units. The project would also include 71,500 square feet of commercial uses, including local-serving retail, social/community, professional and lodging (replacing approximately 66,000 square feet of existing commercial use), 70 acres of permanently preserved agricultural land, and a variety of supporting recreation, transportation and infrastructure improvements.

*The project proposes a number of sustainable features, including but not limited to, incorporation of a range of transportation alternatives, 100 percent reuse of wastewater for irrigation and landscaping, maximizing energy efficiency in building design and solar technologies, and operation of an agricultural conservancy that would generate locally farmed and grown organic food.*

## **B. Waste Reduction and Recycling Services**

Since the enactment of the Integrated Waste Management Act of 1989 (AB 939), ESA has provided a variety of solid waste planning services to municipalities and waste management companies. We have prepared source reduction and recycling elements, nondisposal facility elements, household hazardous waste elements, and countywide integrated waste management plans.

Our solid waste planning services include the preparation of AB 939 annual reports, base-year waste adjustment studies, Senate Bill 1066 extensions, and a variety of studies to quantify and characterize waste disposed in landfills and diverted to recycling programs. ESA also offers technical assistance in the design and implementation of recycling and waste diversion programs for commercial recycling, multifamily recycling, backyard composting, and worm composting.

### **Staff: Waste Reduction and Recycling**

ESA is pleased to introduce our Sustainability and Solid Waste Group staff:

#### **Steve Sherman – Group Manager**

- Steve Sherman, Manager of the Sustainability and Solid Waste Group, has more than 18 years of consulting experience and specializes in program planning and implementation, economic and feasibility analysis, public/private sector partnerships, survey design and data analysis, and outreach and training.
- Steve has worked extensively on residential and commercial sector waste reduction, recycling, and composting, including projects with the City of San Francisco, Metro, the City of Berkeley, the City of Oakland, Alameda County Waste Management Authority, and the City of Portland.
- Steve is currently managing the Pilot Multifamily Residential Recycling Program for the City of Los Angeles. He is responsible for the effective deployment of three hauling firms, multiple technical

services, subcontractors and ESA's information systems management and recycling technical specialists. Steve's consulting firm, Applied Compost Consulting (acquired in 2005 by ESA), was the leading municipal contractor in the U.S. for commercial organics diversion programs for food service establishments.

### **Dan Sicular, Ph.D. – Senior Managing Associate**

- Dan Sicular is versed in the analysis and resolution of complex problems involving human impacts on natural systems, and in the application of scientific findings in the formulation of policies and programs affecting land use and natural resources management.
- Dan has worked extensively with stakeholder groups and government agencies to elicit areas of mutual interest and to develop workable strategies to reduce carbon emissions, improve water quality, protect aquatic resources, and reduce waste.
- Dan works closely with ESA's biologists, atmospheric scientists, geologists, hydrologists, and planners and has a broad understanding of these disciplines, enabling him to serve as both a synthesizer of information from diverse fields, and as a translator of technical and scientific concepts to policy and program formulations.
- Dan has completed several complex GHG emission inventories and reduction plans in the course of CEQA analysis, including *Redwood Landfill* lifecycle GHG emissions inventory and comparison with alternatives; carbon emissions and sequestration potential for the *Shasta and Scott Rivers Permitting Program EIRs*, and lifecycle and post-reclamation development inventories for the *San Rafael Rock Quarry*.

### **Technical Staff**

#### **Kelly Runyon**

- Kelly has 28 years of experience in waste management, materials recovery and waste prevention including eight years with ESA.
- His work includes waste composition studies, process equipment selection and testing, management of recycling operations, and feasibility studies for materials recovery and waste-to-energy projects.
- He applies his engineering knowledge to a broad range of issues, from testing materials recovery systems and auditing waste generation by municipalities and private industry to researching materials collection methods and routing.

#### **Cybele Chang**

- Cybele contributes her strong skills in development and implementation of integrated waste management programs to ESA. Cybele provides composting and recycling technical assistance and program development to large venues and city government buildings in San Francisco.
- Cybele's expertise extends to outreach and collaboration with a wide array of stakeholders, including Chinese-speaking groups, as well as consensus building with multiple government agencies and facilitation of public meetings.

**John Hanscom**

- John is an environmental planner with 14 years of experience in recycling and solid waste system operations, program management, and community outreach.
- His experience as a consultant and public sector recycling staff person includes AB 939 reporting for 10 Cities, developing waste generation studies and presenting reports to 15 California cities in accordance with CIWMB AB 939 requirements, performing and managing new base-year studies for AB 939 compliance, conducting waste characterizations and audits for the CIWMB, administering recycling education programs and implementing C&D debris ordinances.
- John is currently providing recycling technical assistance in twelve Bay Area cities. He is bilingual in English and Spanish, and skilled in working with diverse communities.

**Adam Lenz**

- Adam, a technical associate in ESA's Sustainability and Solid Waste Group, trains local businesses to participate in composting, recycling and green business programs, in English and Spanish, and is experienced at coordinating projects that involve community outreach and sustainability.
- Adam is currently developing climate action plans and determining GHG inventories for large organizations under *The Carbon Neutral Company*. He has also worked with many community groups and businesses to develop green programs and continues to help the *Altamont Landfill Community Monitor Committee* ensure regulatory compliance.

**Larry Kass**

- Larry provides commercial sector waste reduction and recycling services, including program planning, implementation, and technical assistance in English and Spanish to businesses in San Francisco, Alameda, and San Mateo Counties.
- He has guided the development of tonnage diversion and time tracking and optimization tools for technical assistance contracts. Larry worked for eight years as an environmental educator in the United States and Mexico.

**Judith Silver**

- Judith has been working on creating and improving recycling infrastructure for over 15 years. She has coached various generators including small businesses, property managers and commercial establishments on maximizing their material preparation and implementing waste prevention strategies in order to reduce costs and waste.
- She has helped over 75 small and medium-size businesses and multi-family dwellings to increase their participation in diversion programs as a part of Contra Costa County's Commercial Recycling and Waste Reduction Program.
- Judith participated in a study of barriers and benefits to effective multifamily recycling for three-county Metro Region (Portland, Oregon area), offering recommendations for an effective outreach campaign.



## Waste Reduction and Recycling Services: Previous Experience

Attached please find descriptions of some of our previous experience with relevant waste reduction and recycling projects.

### Contra Costa County Projects

#### Contra Costa County Disposal Reporting System and Annual Reports

Contra Costa County Disposal Reporting System and Annual Reports

Location: Martinez, California  
Client: Contra Costa County

ESA assisted the Contra Costa County Community Development Department in implementing the solid waste disposal reporting system required by state law. ESA contacted all facility operators and franchised service providers to inform them of the new system and helped set up data

collection and reporting systems. ESA created a database for the County to compile and report disposal data for all Contra Costa cities, other jurisdictions using Contra Costa landfills, and the California Integrated Waste Management Board.

After the disposal-based system was in place, ESA prepared the first annual report of Assembly Bill 939 compliance for unincorporated Contra Costa County. This involved compiling data on diversion programs operating in the many communities throughout the unincorporated county. ESA created another database to compile and report diversion tonnages, prepared three annual reports, and is assisting the County with updating and maintaining the databases.

#### Contra Costa County Used Oil Technical Assistance

Since 2004, ESA has assisted Contra Costa County in managing and implementing its Used Oil Recycling Program. This includes assistance with management of Used Oil Block Grant funds from the California Integrated Waste Management Board. ESA helped develop an on-call curbside program for used oil and used oil filters in the eastern portion of the County. ESA provides ongoing public outreach assistance through an annual mass media campaign. ESA also provides direct support to the Certified Collection Centers in the unincorporated portion of the County, managing public education and outreach and providing technical assistance as needed. ESA also assists the County with the preparation of the annual report to the CIWMB on the program, enabling the County to continue to receive block grants.

#### Contra Costa County Commercial Recycling and Waste Reduction Program Assistance



Contra Costa County Commercial Recycling and Waste Reduction Program Assistance

Location: Contra Costa County, California  
Client: Contra Costa County

ESA is working with the Contra Costa County Community Development Department to expand its commercial recycling and waste reduction outreach program. Tasks have included prioritizing and identifying target businesses in the unincorporated areas of the county, surveying waste generation patterns, and working with businesses and property managers to institute or increase recycling, source reduction, and “buy-recycled” activities. The program seeks to maximize use of existing programs, such as services offered by private-sector recyclers and the CALMAX waste exchange. The program has also focused on dissemination of information on waste prevention techniques and suppliers of recycled, remanufactured, and reused materials.

1. Qualifications

**Contra Costa County Composting Program Assistance**

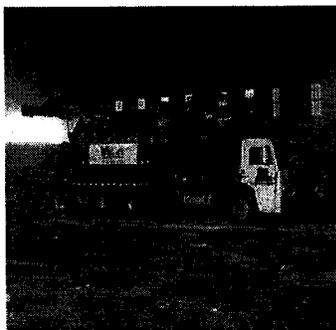
Contra Costa County Composting Program Assistance

Location: *Contra Costa County, California*  
Client: *Contra Costa County*

ESA is working with the Contra Costa County Community Development Department in the startup of new organics collection programs and composting facilities. The project involves locating potential sites for composting facilities, identifying feedstock sources, and conducting preliminary environmental analysis of the sites. ESA is working with County staff, potential service providers, and facility operators on project feasibility, design, permitting, and implementation. ESA previously assisted in the startup of an organic materials collection program serving households in unincorporated West Contra Costa County and helped the County review an application for a conditional-use permit for a composting facility.

**Solid Waste Processing Facility Projects**

**Stockton Scavenger Transfer Station Expansion EIR and Supplemental EIR**

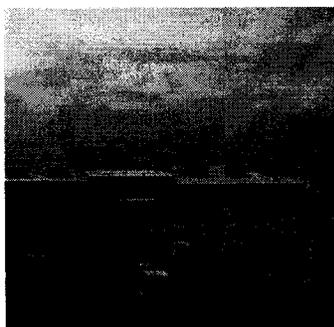


Stockton Scavenger Transfer Station Expansion EIR and Supplemental EIR

Location: *Stockton, California*  
Client: *Stockton Scavengers Association*

ESA completed an EIR on a fast-track schedule and a supplemental EIR on a revised project for Stockton Scavengers Association's applications to the City of Stockton for a use permit to expand the transfer station's operations. The facility processed 1.5 tons of solid waste per day and, under the revised project, would process up to 750 tons per day, including green wastes. Key EIR issues included potential impacts from increased traffic, noise, and odors, as well as air quality and sanitation concerns. ESA also completed a special study to determine the expected wheel-loading factors from the use of heavy trucks.

**South San Francisco Scavenger Company Materials Recovery Facility and Transfer Station EIR**



South San Francisco Scavenger Company Materials Recovery Facility and Transfer Station EIR

Location: *South San Francisco, California*  
Client: *City of South San Francisco*

ESA prepared an EIR for a 1,000-ton-per-day materials recovery facility and transfer station in South San Francisco. The project was proposed by South San Francisco Scavenger Company, the franchise hauler for residences in South San Francisco, Brisbane, and Millbrae. The project consolidated the functions that occurred at two locations and increased opportunities for waste diversion, as mandated by Assembly Bill 939. The now-operating facility provides for a full range of waste-handling services, including waste transfer, materials recovery from source-separated and mixed loads, green waste processing, household hazardous waste collection, recyclable materials dropoff and buy-back, and vehicle maintenance, washing, fueling, and parking. The EIR evaluated land use, biology, air quality, traffic and safety, aesthetics, recreation, public health and safety, geology, and hydrology.

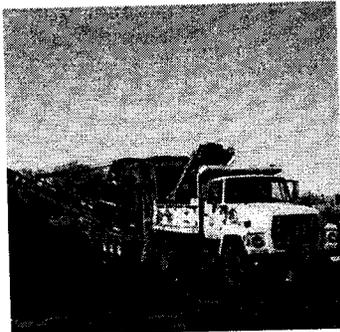


### Acme Compost Facility Land Use Permit Review

Acme Compost Facility Land Use Permit Review  
Location: Contra Costa County, California  
Client: Contra Costa County

ESA worked with the Contra Costa County Community Development Department to evaluate Acme Landfill's application for a use permit to construct and operate a green materials composting facility and stormwater detention facility in a borrow pit adjoining a closed portion of the landfill. ESA also prepared an initial study that evaluated hydrology, air quality (the project site is 300 feet from the nearest residence), biological resources, and cumulative land use impacts.

### Cold Creek Compost Facility EIR



Cold Creek Compost Facility EIR  
Location: Ukiah, California  
Client: County of Mendocino

ESA prepared an EIR on a compost facility owned and operated by Cold Creek Compost, Inc. in Mendocino County. The facility was permitted to compost animal wastes, but the applicant wanted to compost other wastes such as grape pomace, restaurant wastes, fish wastes, and green waste. After the County prepared a negative declaration for the project and issued a use permit for the expanded activities, a court challenge determined that an EIR was needed. The EIR addressed water quality and hydrology, odor, traffic, noise, air quality, visual impacts, and public health and safety (particularly with respect to the fungus *Aspergillus* sp.).

### Sanitary Fill Solid Waste Facility Permit Revision, Initial Study, and Mitigated Negative Declaration

Sanitary Fill Solid Waste Facility Permit Revision,  
Initial Study, and Mitigated Negative Declaration  
Location: San Francisco, California  
Client: Norcal Waste Systems

ESA prepared the initial study and mitigated negative declaration for a solid waste facility permit revision for Sanitary Fill Company's transfer station and recycling complex on the San Francisco-Brisbane border. The permit revision allows for the removal of scheduling restrictions on refuse fleet hauling; an increase in the number of permitted vehicle trips per day; the staging and handling of source-separated organic waste as a discrete wastestream; enclosure of the construction and demolition debris sort-line within a building and an increase in the hours of sort-line operation; and removal of a household hazardous waste collection facility from the permit. The initial study focused on potential impacts related to noise, air quality, geologic hazards, and cultural resources, and concluded that mitigation measures would reduce impacts to less-than-significant levels.

### Eureka County, Nevada Solid Waste Management Consulting Services

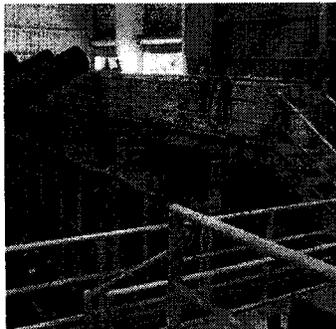
Eureka County, Nevada Solid Waste  
Management Consulting Services  
Location: Eureka County, Nevada  
Client: Eureka County

ESA developed cost-effective waste management solutions for Eureka County, Nevada to assure its compliance with a significant change in federal solid waste regulations. Subtitle D of the Resource Conservation and Recovery Act gave jurisdictions an incentive to close older, substandard landfills. Eureka County wished to close all five of its landfills and replace them with regional landfills or rural transfer stations. ESA implemented strategies to meet these goals, including the closure of some older landfills. ESA also performed a study to locate the new landfill site; published the EA for the transfer of lands from the Bureau of Land Management; completed permits for the Nevada Department of Environmental Quality; managed the design, bidding, and construction of the new landfill subcontractors; developed a countywide

## 1. Qualifications

solid waste management plan; and presented information at public meetings. The project culminated in the opening of a new landfill and an interim transfer station in Crescent Valley.

### **West Contra Costa County Integrated Resource Recovery Facility EIR**



West Contra Costa County Integrated Resource Recovery Facility EIR

Location: Martinez, California  
Client: Contra Costa County

ESA completed the EIR on an integrated resource recovery facility in West Contra Costa County. The facility is in North Richmond and encompasses operations on two sites: the Central Facility and the West Contra Costa Sanitary Landfill (WCCSL), which are about a mile apart. The Central Facility, constructed after EIR certification, is near a school, residences, nurseries, and industries. The Central Facility includes a materials recovery operation, a transfer station, a public buy-back center, and a household hazardous waste collection facility. The WCCSL accepts municipal solid waste and was expected to close in 2000. This site, surrounded by industrial and agricultural land uses, was planned to accommodate vegetable waste composting, wood shredding, roadbed and concrete crushing, and soil recovery and enrichment. The EIR analyzed traffic, public health and safety, odor, noise, and economics.

### **Sanitary Fill Solid Waste Master Plan EIR**

Sanitary Fill Solid Waste Master Plan EIR

Location: San Francisco, California  
Client: Norcal Waste Systems

ESA prepared a draft EIR for Norcal Waste System's solid waste processing facility on the San Francisco-Brisbane boundary. The EIR analyzed toxic air emissions, hazardous waste transportation, traffic, public health and safety, risk of upset, construction over an old landfill, and compliance with San Francisco's hazardous waste management plan. Since publication of the draft EIR, the project was modified significantly by Norcal, focusing on more modest onsite changes and development of satellite locations in San Francisco.

### **Solid Waste Planning/Recycling Program Development Implementation**

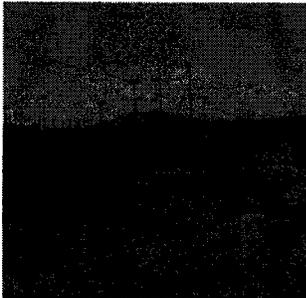
#### **City of Los Angeles Pilot Multifamily Residential Recycling Program**

City of Los Angeles Pilot Multifamily Residential Recycling Program

Location: Los Angeles, California  
Client: City of Los Angeles

ESA is managing a pilot recycling program for multifamily residences in Los Angeles, as a model for a possible citywide program beginning in 2006. The program involves signing up multifamily complexes, distributing blue bags to residents for storing recyclables, placing 95-gallon wheeled carts in central areas and collecting recyclables using automated side-loading vehicles. ESA provides management, develops outreach materials, conducts meetings with property owners and tenants and subcontracts for the collection, processing and recovery of recyclables. At the end of the two-year contract, Los Angeles will determine how to implement a citywide multifamily recycling program.

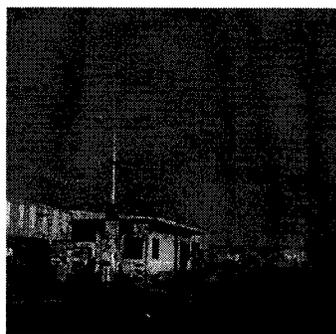
### **Brentwood Transfer Station Expansion Initial Study**



Brentwood Transfer Station Expansion Initial Study  
 Location: Brentwood, California  
 Client: City of Brentwood

ESA is preparing a CEQA Initial Study for a proposed expansion of the City of Brentwood's solid waste transfer station. The City owns and operates the facility, which is located within a rapidly growing area in relatively close proximity to recreational facilities, commercial developments, and residences. The proposed project includes expansion of the facility onto an adjoining parcel, construction of a transfer building, and the addition of processing capacity for recyclable and compostable materials. Of particular concern for the Initial Study are air quality, noise and traffic that would be generated by project operations, and disturbance of sensitive biological habitat in the expansion parcel.

### **City of Berkeley Solid Waste Management Plan**



City of Berkeley Solid Waste Management Plan  
 Location: Berkeley, California  
 Client: City of Berkeley

ESA is developing a comprehensive Solid Waste Management Plan (SWMP) for the City of Berkeley to meet the goal of 75% diversion of its solid waste through source reduction, reuse, recycling, and composting by the target year of 2010. The SWMP will address expansion or modification of existing collection programs, institution of new services, and the continuing roles of City employees and contractors in providing new and existing services. The SWMP will include a site master plan that considers potential uses of the City's Solid Waste Transfer Station and Recycling Center for new or enhanced integrated waste management programs, including consideration of relocation of existing uses. Lastly, while proposing new or enhanced programs for reaching 75% diversion and related property uses, the SWMP must also contemplate increasing segregation of regulated materials from the solid waste stream.

### **Alameda County Waste Production Measurement Study**

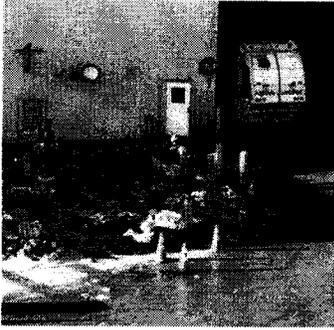


Alameda County Waste Production Measurement Study  
 Location: Alameda, California  
 Client: Alameda Waste Management Authority

Alameda County is unique in the state of California in its goal of diverting at least 75 percent of waste from landfills. This goal was established by Measure D, a citizen initiative that also surcharges waste going to county landfills to fund new source reduction, recycling, and composting programs. The Alameda County Source Reduction and Recycling Board, created by Measure D to oversee this process, contracted with ESA to perform a far-reaching study to examine the types of activities that result in the production of waste. In contrast to studies that analyze methods of recycling wastes, this project focuses on waste prevention with the intent of developing recommendations to reduce the amount of waste generated. By studying activity types such as maintenance or food service, rather than specific types of businesses, the results will be applicable to a wider range of establishments throughout the county.

## 1. Qualifications

### San Francisco Waste Analysis



San Francisco Waste Analysis

*Location: San Francisco, California*

*Client: City and County of San Francisco*

ESA teamed with Cascadia Consulting Group and Cal Recovery, Inc. to conduct a comprehensive waste stream analysis for the City and County of San Francisco. The analysis is being used to create the next generation of programs to achieve San Francisco's landfill diversion and toxics reduction goals of 75% landfill diversion by 2010 and zero waste by 2020. The project included a two-season disposal characterization study and toxicity profile.

### Los Angeles County Yardwaste Program



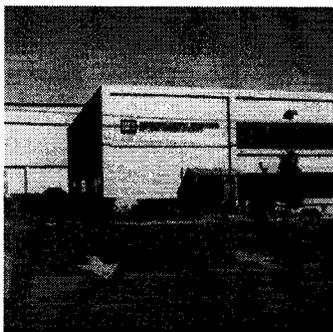
Los Angeles County Yardwaste Program

*Location: Los Angeles County, California*

*Client: County of Los Angeles*

ESA is serving as prime contractor to the Los Angeles County Department of Public Works for its countywide yardwaste program. The project involves conducting workshops to teach backyard composting, worm composting, grasscycling, and water-wise gardening. ESA's role for this program includes scheduling and conducting several hundred demonstration projects, direct mailings, advertising events, obtaining corporate sponsors, and redesigning the project website ([www.smartgardening.com](http://www.smartgardening.com)).

### South Bayside Transfer Station Authority Base-Year Adjustment Study



South Bayside Transfer Station Authority Base-Year Adjustment Study

*Location: Redwood City, California*

*Client: South Bayside Waste Management Authority*

ESA conducted a study to determine the amount of waste generated in member jurisdictions of the South Bayside Waste Management Authority (formerly the South Bayside Transfer Station Authority), a joint powers authority representing 10 cities and San Mateo County. A previous waste generation study was found to be inadequate for the purposes of measuring progress toward the Assembly Bill 939 diversion goal. ESA reworked the earlier figures and conducted a new study to determine the current generation rate. ESA evaluated existing transfer station and landfill records to quantify the current rate of recycling, composting, and waste minimization activities.

ESA subsequently petitioned the California Integrated Waste Management Board (CIWMB) to change the base-year waste generation rate for several member jurisdictions of the South Bayside Transfer Station Authority. Most of the cities were able to reset their base-year rates, demonstrate adequate diversion rates, and avoid compliance orders. Three cities received compliance orders, and ESA worked with these cities, the Authority,

and the CIWMB to plan achievement of the 50 percent diversion goal. All three cities have complied with the orders and are on their way to achieving the diversion goal.

**South Bayside Waste Management Authority Waste Characterization Study**

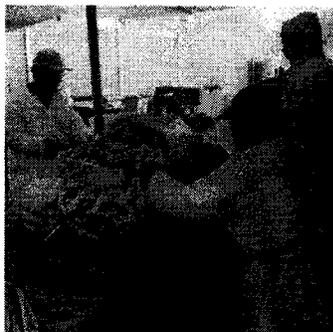


South Bayside Waste Management Authority  
Waste Characterization Study

Location: San Carlos, California  
Client: South Bayside Waste  
Management Authority

ESA performed a waste characterization study that examined several potential methods for recovering uncompacted wastes at the San Carlos transfer station. The wastes were quantified by visual observation for several days in the dry and rainy seasons to provide a basis for projecting future quantities and available materials. For sources of uncompacted waste outside of the transfer station watershed, ESA determined the activity level of construction work in the vicinity, as well as trends in the level and type of work being done. ESA also contacted disposal sites and processors throughout the region to establish price points for different types and blends of materials. The study presented planning-level economics for a processing system that would recover marketable materials from the uncompacted wastes brought to the facility. Recommendations were made regarding fee adjustments to cover the cost of the system and to attract additional materials, if necessary.

**City of Los Angeles Waste Characterization Study**

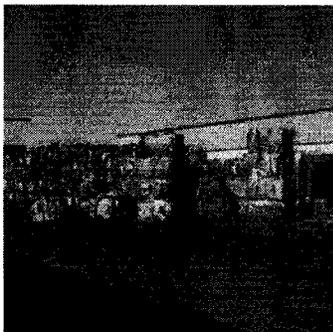


City of Los Angeles Waste Characterization Study

Location: Los Angeles, California  
Client: City of Los Angeles

ESA served as the prime contractor to the City of Los Angeles, Bureau of Sanitation, Solid Resource Recycling Program to characterize waste disposed by over 30 residential and commercial waste generator groups. The project involved weighing and sorting over 800 samples collected from businesses throughout the city. In conducting this study, ESA surveyed commercial generators to determine the number, size, and frequency of bin service. Onsite inspections were also conducted to determine the density of waste collected and to obtain samples to be weighed and sorted.

**South Bayside Waste Management Authority Facilities and Operations Consulting**



South Bayside Waste Management Authority  
Facilities and Operations Consulting

Location: San Carlos, California  
Client: South Bayside Waste  
Management Authority

The South Bayside Waste Management Authority recently purchased a large transfer station, recyclable materials processing plant, and ancillary facilities, including the collection truck maintenance shop, from the local refuse collection company, which continues to operate them. After a competitive selection process, ESA was chosen to inspect the buildings, yards, and equipment periodically to assure they are well maintained and are performing optimally. ESA scrutinizes the entire facility once each month and provides summaries to the operator and the Authority; ESA also develops specifications for major maintenance activities such as floor repaving and equipment replacement. The working relationships among

## 1. Qualifications

ESA, the Authority, and the facility operator are highly cooperative, and the facilities continue to be well maintained.

### Countywide Integrated Waste Management Plans



Countywide Integrated Waste Management Plans

Location: California  
Client: California Integrated Waste Management Board  
San Mateo, Napa, Solano Counties

ESA prepared several countywide integrated waste management plans for California counties and was instrumental in the development of a standard format for these plans, which are required by Assembly Bill 939. Under contract to the California Integrated Waste Management Board, ESA prepared the *Model Countywide Siting Element and Model County Integrated Waste Management Summary Plan*, as well as guides to the preparation of these documents. The guides provide a step-by-step approach to help counties comply with state regulations.

ESA also completed plans for Napa, Solano, and San Mateo Counties. For each of these clients, ESA prepared the major components of the countywide plan, the siting element, and summary plan and conducted the CEQA environmental review for the plans. In preparing these documents, ESA undertook complex wastestream projections, conducted studies to determine the remaining lifespan of existing facilities, and worked with clients to develop criteria for siting new landfills. For the summary plans, ESA compiled a large amount of data on local and regional integrated waste management into a useful, easily accessible format. ESA also worked closely with the local task force in each county to determine which programs were best suited for implementation on a regional basis.

### Daly City Base-Year Generation Study

Daly City Base-Year Generation Study

Location: Daly City, California  
Client: City of Daly City

Daly City, the largest city in San Mateo County, contracted with ESA to correct problems encountered with its original Assembly Bill 939 waste generation study. Based on the original study, the City's diversion rate was very low. ESA prepared a new waste generation study by collecting and analyzing data on disposal and diversion activities. ESA also worked with the City to plan a strategy for achieving the state-mandated 50 percent diversion goal. ESA assisted in preparing the necessary documents to show the City's compliance with an order issued by the California Integrated Waste Management Board.

### City of El Cerrito Recycling Collection Program Implementation Assistance

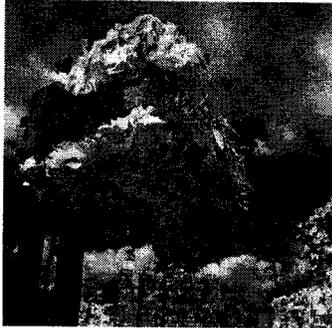


City of El Cerrito Recycling Collection Program Implementation Assistance

Location: El Cerrito, California  
Client: City of El Cerrito

ESA worked with the City of El Cerrito on implementation of its new integrated waste management system. The new system involved a switch to semiautomated refuse collection, addition of green waste collection, collection of additional curbside materials, and a change in the City's annual cleanup program. ESA coordinated the efforts of the City, the service provider, the equipment supplier, and a public relations consultant to plan and implement the project. This included preparing an implementation schedule, as well as researching and recommending policies and equipment. The new programs were later implemented with minimal public confusion or complaint.

### Integrated Waste Management Board Planning Study



Integrated Waste Management Board Planning Study

Location: Throughout California  
 Client: California Integrated Waste Management Board

Under contract to the California Integrated Waste Management Board (CIWMB), ESA completed several projects of statewide importance, including:

- *Model Countywide Siting Element and Model County Integrated Waste Management Plan.* ESA prepared “how-to” guides for use by counties in developing their required siting elements and summary plans. The guides provide a step-by-step approach to complying with state regulations, with examples of tables, figures, and text that help counties develop their own plans.
- *Landfill Disposal Capacity Study.* This project developed a database that identifies disposal capacity needs and critical shortage areas in California on a county and regional basis, including a computerized geographic information system (GIS) for use by the CIWMB Office of Local Assistance. The database holds information on remaining capacity, ton-per-day limits, and waste compaction rates for more than 200 landfills.
- *Methodology for Determining Remaining Landfill Disposal Capacity.* ESA surveyed California landfill operators about methodologies used to determine remaining landfill capacity. Although the state requires landfill operators to report remaining capacity, no methodology is specified. More than 150 landfill operators completed the survey. ESA prepared a report that documented the methodologies currently in use and provided “how-to” guidelines for three different methods.
- *Analysis of Regional Integrated Waste Management Systems.* This report provided a cost/benefit analysis of regional cooperation in waste management throughout the United States and reviewed local waste management structures in California. The report identified alternatives for regional cooperation, developed a model for regional cooperation, and undertook a case study using the model. The case study looked at four development scenarios for a regional landfill in a rural region of California.

### Alameda County Waste Characterization Study

Alameda County Waste Characterization Study

Location: Alameda County, California  
 Client: Alameda County Waste Management Authority

ESA assisted with the preparation of waste characterization studies for the 17 jurisdictions of the Alameda County Waste Management Authority.

Waste characterization studies describe the quantity and composition of solid waste generated in a jurisdiction and are required by Assembly Bill 939 for all cities and unincorporated areas of counties in California. The project team was tasked with updating an earlier waste characterization effort so that the Authority could measure progress in achieving waste diversion goals and plan for future waste management.

The team assessed waste composition and quantity by employing the waste characterization methodology developed by the American Society for Testing and Materials. This method involves collecting samples from trucks carrying waste representative of a target watershed. ESA’s role was to compare the current wastestreams of the Authority’s jurisdictions to those previously measured.

## **Solid Waste Landfill Projects**

### **Yolo County Central Landfill EIR**



Yolo County Central Landfill EIR  
Location: Woodland, California  
Client: County of Yolo

ESA is preparing an EIR for a proposed revision to the Solid Waste Facilities Permit for the Yolo County Central Landfill. The County, which owns the landfill, is proposing several innovative design and management techniques, including use of landfill bioreactor technology, landfill mining to remediate groundwater issues and to develop additional capacity, development of a MRF, and a composting facility. The EIR also evaluates a proposed height extension for the landfill and increased beneficial use of landfill gas, and examines impacts associated with development of an off-site soil borrow area. The EIR will analyze the full suite of potential environmental effects, including hydrology, geology, air quality (including odors), noise, aesthetics, traffic, biology, and cultural resources.

### **Puente Hills Landfill Continuing Operations EIR**



Puente Hills Landfill Continuing Operations EIR  
Location: Whittier, California  
Client: Sanitation Districts of Los Angeles County

ESA prepared an EIR for a project that would enable continued operations at the nation's largest landfill, which has an average disposal rate of 12,000 tons per day. An established residential community is located immediately east of the landfill. The Sanitation Districts of Los Angeles County will use project revenues to fund open space preservation throughout the Puente Hills, and to fund the transition to a system that disposes waste in remote desert landfills. Major issues evaluated in the EIR include visual/aesthetic resources, land use, biology, geological resources, hydrogeology, traffic, noise, air quality, and public health.

### **BKK Landfill Closure EIR and Health Risk Assessment**



BKK Landfill Closure EIR and Health Risk Assessment  
Location: West Covina, California  
Client: City of West Covina

ESA prepared an EIR and health risk assessment (HRA) for the Class III BKK Landfill closure/postclosure maintenance plans and land use entitlements in West Covina. The site is surrounded by residential development and has been a source of community controversy for many years. The 656-acre site contains a closed Class I hazardous waste landfill and an inactive Class III solid waste landfill, which stopped accepting municipal solid waste in 1996. The EIR/HRA addressed impacts related to implementation of the final closure and postclosure maintenance plans for the Class III landfill, and the land use entitlements for development at the site. Proposed land uses for the site were an 18-hole public golf course (portions located on top of the closed landfill) and a 1,000,000-square-foot business park. Issues addressed in the EIR included land use, traffic, air quality, noise, visual resources, biology, geological conditions, surface and groundwater quality, and health risks. The initial EIR and HRA was certified in the year 2000. In 2002, ESA

completed a subsequent EIR to replace the business park use with a private recreational facility along with a large scale commercial use.

**Redwood Landfill Expansion EIR**



ESA is preparing an EIR for a proposed expansion of the Redwood Landfill in Marin County. The project would dramatically increase total capacity, increase the allowable daily disposal rate, develop a Class II cell, change the processing of sewage sludge, and expand the landfill’s existing co-composting facility. Because the landfill is adjacent to a major wetland in a scenic corridor, any development at the site is potentially sensitive. Major issues include potential impacts to visual and biological resources, water quality, and public health.

Redwood Landfill Expansion EIR  
 Location: *Novato, California*  
 Client: *Marin County Community Development Agency*

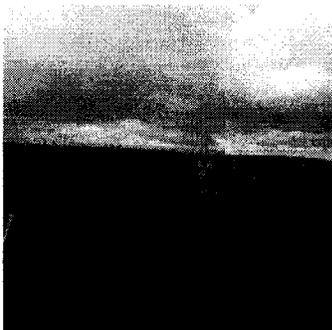
**Ostrom Road Landfill Permit Modifications EIR**



ESA prepared an EIR on proposed modifications to the Ostrom Road Landfill’s conditional use permit, solid waste facility permit, and waste discharge requirements. The project modifications revise the site grading plan, increase the allowable height and slope of the finished landfill, increase the maximum daily tonnage limit from 1,000 tons per day to 3,000 tons per day, and increase the allowable number of trucks delivering wastes to the facility. The objectives of the project were to increase the landfill capacity, optimize use of the lined area, and enable the landfill operator, Yuba-Sutter Disposal, Inc., to accept wastes from a wider area. The project does not laterally expand the landfill, change the types of waste accepted, or change the landfill’s environmental controls or monitoring systems. The EIR analyzed geology, hydrology and water quality, air quality, traffic circulation and safety, hazardous materials, noise, and aesthetics.

Ostrom Road Landfill Permit Modifications EIR  
 Location: *Yuba County, California*  
 Client: *Norcal Waste Systems*

**Altamont Landfill and Resource Recovery Facility Expansion EIR**



ESA prepared an EIR for Alameda County on the construction of an 850-acre Class II landfill adjacent to an existing Class II/Class III landfill that accepts solid waste from jurisdictions in Alameda County, the City and County of San Francisco, and Contra Costa County. Since completed, the expanded landfill is the largest in Northern California. The project increased the daily amount of waste the landfill is allowed to receive and expanded the landfill service area to include additional communities. The draft EIR evaluated impacts of the proposed expansion on special-status species; provided visual simulations of the landfill during operation and at closure; examined issues related to a potential historic trail near the landfill; and incorporated the results of the latest geologic and hydrologic studies on the landfill site. A watershed

Altamont Landfill and Resource Recovery Facility Expansion EIR  
 Location: *Altamont, California*  
 Client: *County of Alameda*

## 1. Qualifications

evaluation was performed to determine which communities might send solid waste to Altamont. A response to comments addendum incorporated a new alternative (a smaller, 710-acre expansion and lower daily tonnage limit), which was approved by the County in lieu of the original project.

### Altamont Landfill Reclassification EIR

Altamont Landfill Reclassification EIR  
Location: Altamont, California  
Client: County of Alameda

ESA prepared an EIR for the reclassification of the Altamont Sanitary Landfill from Class III to Class II. Altamont accepts solid waste from jurisdictions in Alameda County and the City and County of San Francisco. The total permitted area of the landfill is 225 acres, 115 acres of which were reclassified from Class III to Class II, allowing the landfill to accept new wastestreams that include sewage sludge and designated wastes. Although the project did not expand the permitted area, it allowed for waste disposal in new areas and therefore required conformance with federal Subtitle D regulations for landfill design. The EIR analyzed the liner that separates the unlined Class III areas of the landfill from the lined areas that accept Class II wastes.

### San Leandro Landfill Gas Collection and Flaring System Mitigated Negative Declaration



San Leandro Landfill Gas Collection and Flaring System Mitigated Negative Declaration

Location: San Leandro, California  
Client: City of San Leandro

On a fast-track schedule, ESA completed an initial study and mitigated negative declaration that analyzed the City of San Leandro's plan to install a landfill-gas collection and processing system on a closed, nonhazardous solid waste landfill. The project was initiated to respond to a conditional order for abatement from the Bay Area Air Quality Management District to reduce air pollutant emissions and bring the closed landfill into compliance with air quality regulations. The landfill is the site of the 13 southerly holes of the Tony Lema Golf Course. In addition to this project, the City planned to upgrade the irrigation systems at this golf course and the adjacent Marina Golf Course, and the design teams were able to coordinate the trenches and piping systems for the two projects.

### West Contra Costa Landfill Closure CEQA Technical Assistance

West Contra Costa Landfill Closure CEQA  
Technical Assistance  
Location: Martinez, California  
Client: Contra Costa County

ESA provided environmental review for several landfill closure-related projects in Contra Costa County. The first project was an initial study and a negative declaration for a proposed soil remediation facility to be located on a closed portion of the Class II West Contra Costa Sanitary Landfill (WCCSL). The soil remediation facility would remove petroleum contaminants by heating the soil to a sufficient temperature. The design, construction, and operation of the facility took into account the potential for destabilization due to differential settlement of the underlying landfill material, and the possibility for explosions caused by landfill gas. The facility was designed to protect the soil and clay cover caps, which prevent water infiltration into the landfill refuse.

The second project was to assist the County in preparing an EIR for the closure of the Class I hazardous waste portion of the WCCSL. ESA prepared the request for proposals for this EIR, assisted in selection of an EIR consultant, and reviewed draft environmental documents.



ESA prepared another initial study/negative declaration for the WCCSL, which covered the closure of the Class II portion of the WCCSL and a revised operating permit for the landfill.

### **Sonoma County Central Landfill Replacement Siting Summary Report**

Sonoma County Central Landfill Replacement  
Siting Summary Report

*Location: Sonoma County, California  
Client: County of Sonoma*

ESA was selected as a prime consultant by the Sonoma County Department of Public Works to review the approach, accuracy, and completeness of its most recent landfill siting study. The siting study ranked 36 sites and provided geotechnical and biological studies of the four top-ranked sites. ESA's task was to determine whether the County should proceed with an EIR for these four sites. ESA examined the site selection process and compared the County's siting study to studies prepared for other counties and states. The County had believed its landfill might soon reach capacity, but revised calculations indicated the landfill would provide adequate capacity until 2005. ESA recommended that the County expand the landfill rather than proceeding with a new site.

### **Orange County Integrated Waste Management Department On-Call CEQA Services**

Orange County Integrated Waste Management  
Department On-Call CEQA Services

*Location: Fountain Valley, California  
Client: Orange County Sanitation District*

ESA holds an on-call contract with the Orange County Integrated Waste Management Department to provide CEQA services at active and closed sites throughout the county. Under this contract, ESA has prepared initial study/mitigated negative declarations for several projects, including gas system improvements at a closed site in Huntington Beach, construction of a desilting basin at an active landfill in Irvine, and a biomitigation plan for an active site near the city of San Clemente.

### **Sutter County Ash Disposal Site EIR**

Sutter County Ash Disposal Site EIR

*Location: Sutter, California  
Client: Sutter County*

ESA prepared the EIR for a proposed ash landfill in Sutter County. The project proposed a Class II landfill adjacent to the Sutter Buttes in Sutter County, which currently has no landfills. The landfill would receive ash from cogeneration facilities that burn rice straw and other biofuels. Improper combustion of rice straw can lead to the formation of crystalline silica particles, suspected to be carcinogenic. Ash may also contain other constituents that are hazardous to human health and the environment. In addition to considering hazards related to the disposed ash, the EIR addressed issues such as site selection, wetlands and other biological resource impacts, and the aesthetics of the landfill in relation to the buttes.

**ENVIRONMENTAL SCIENCE ASSOCIATES & SUBSIDIARIES  
2008 SCHEDULE OF FEES**

**I. Personnel Category Rates**

Charges will be made at the Category rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

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Executive Director	\$220.00
Senior Director II	\$200.00
Senior Director I	\$185.00
Director II	\$175.00
Director I	\$170.00
Senior Managing Associate / Technical Associate II	\$160.00
Senior Managing Associate / Technical Associate I	\$155.00
Managing Associate / Technical Associate II	\$145.00
Managing Associate / Technical Associate I	\$140.00
Senior Associate II	\$125.00
Senior Associate I	\$115.00
Associate III	\$100.00
Associate II	\$90.00
Associate I	\$80.00
Environmental Tech II	\$70.00
Environmental Tech I	\$60.00
Senior Administrative / Graphics	\$95.00
Administrative / Graphics	\$80.00
Clerical	\$65.00

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- (a) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (b) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

**II. ESA Expenses**

**A. Travel Expenses**

- 1. Transportation
  - a. Company vehicle – \$0.485 per mile
  - b. Common carrier or car rental – actual multiplied by 1.15
- 2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

**B. Communications Fee**

In-house costs for phone, e-mail, telecopier, regular postage, walk-up copier, and records retention – project labor charges multiplied by 3%

**C. Printing/Reproduction Rates**

ITEM	RATE/PAGE
8 1/2 x 11 b/w	\$0.05
11 x 17 b/w	0.10
8 1/2 x 11 color	1.00
11 x 17 color	2.00
Covers	0.20
Binding	0.75
HP Plotter	25.00

**D. Equipment Rates**

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Vehicles	\$40.00 <sup>a</sup>	\$180.00	
Laptop Computers	50.00	200.00	500.00
LCD Projector	200.00	600.00	
Noise Meter	50.00		
Sample Pump	25.00		
Surveying Kit	20.00		
Field Traps	40.00		
Digital Planimeter	40.00		
Cameras/Video/Cell Phone	20.00		200.00
Miscellaneous Small Equipment	5.00		
GIS Computer Time	120.00 <sup>b</sup>		
Trimble GeoXT GPS	75.00	350.00	
GIS Imagery	1.50 <sup>c</sup>		
GIS Web Maps			200.00 <sup>d</sup>
Tablet GPS	100.00	400.00	1,000.00
Laser Level	60.00		
Garmin GPS	25.00		250.00

<sup>a</sup> Half day rate is \$20.00. Actual project charges will be either \$0.45 per mile or the day rate, whichever is higher.

<sup>b</sup> GIS computer time will be charged at \$15.00 per hour.

<sup>c</sup> A GIS image is based on 800 x 1,000 pixels. Custom size will be charged accordingly.

<sup>d</sup> GIS Web Maps will be charge in \$200 per unit of disk space.

**III. Subcontracts**

Subcontract services will be invoiced at cost multiplied by 1.15.

**IV. Other**

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.

**Cost Proposal**

**City of Martinez AB939 Program Assistance and Climate Action Plan**

ESA Project Number 208262

Revised June 6, 2008

Task Description											Direct Costs					Total	
	Doug Cover	Dan Sicular	Erica Kalve	Judith Silve	Adam Lenz	Kelly Runyon	Nicole Yeto	Senior Word Processor/Graphic Artist	Clerical	Total Hours	Total Labor Cost	Transportation (includes 5% administrative burden)	Printing, Equipment, Other Direct Expenses (includes 5% administrative burden)	Subcontractor: Town Green (see detail sheet)	Direct Costs Subtotal		
Task	Hourly Billing Rate	\$180	\$144	\$125	\$115	\$81	\$130	\$81	\$ 95	\$65							
<b>A. AB939 Programs</b>																	
1. Prepare CIWMB Annual Diversion Report (1 report)			4		20					2	26	\$ 3,066			\$ -	\$ -	
2. Assist with Solid Waste/Recycling Franchise Enforcement (1-year period)			4		12						16	\$ 1,956			\$ -	\$ 1,956	
3. Review quarterly collection reports from Allied Waste (4 quarters)			4		10			2			16	\$ 1,986			\$ -	\$ 1,986	
4. Advise City of additional diversion opportunities			6		24	8					38	\$ 4,272			\$ -	\$ 4,272	
5. Provide 2 home composting workshops for residents			1		2	12			2		17	\$ 1,536	\$ 100	\$ 200	\$ 300	\$ 1,836	
6. Provide 2 special waste reduction and recycling classes/presentations			1		2	12			2		17	\$ 1,536	\$ 100	\$ 200	\$ 300	\$ 1,836	
7. Provide recycling guidance/assistance to local schools (up to 3 sites)			2		18				2		22	\$ 2,548	\$ 200	\$ 200	\$ 400	\$ 2,948	
8. Assist with articles/promotional materials for City website, newsletters, and other print media			2		4						6	\$ 748		\$ 50	\$ 50	\$ 798	
9. Identify and prepare appropriate grant applications (up to 2)			4		24				4		32	\$ 3,716		\$ 6	\$ 6	\$ 3,722	
<b>B. Develop a Climate Action Plan</b>																	
1. Basic Research and Preparation			4	8		16	6				34	\$ 3,652	\$ 100	\$ 200	\$ 7,760	\$ 8,060	\$ 11,712
2. Meet with City			6	10		8	2	4	4		34	\$ 3,726			\$ 2,069	\$ 2,069	\$ 5,795
3. Public Involvement			10	10		10			4		34	\$ 3,880	\$ 200	\$ 200	\$ 4,778	\$ 5,178	\$ 9,058
4. Plan Preparation		2	10	20		10	2	8	6		58	\$ 6,588	\$ 200	\$ 3,738	\$ 3,938	\$ 10,526	
5. Project Management			4			2				2	8	\$ 868	\$ 100	\$ 903	\$ 1,003	\$ 1,871	
<b>Total Hours</b>		2	62	48	116	78	12	12	26	2	<b>358</b>						
<b>Cost</b>		\$ 360	\$ 8,928	\$ 6,000	\$ 13,340	\$ 6,318	\$ 1,560	\$ 972	\$ 2,470	\$ 130		\$ 40,078	\$ 700	\$ 1,356	\$ 19,247	\$ 21,303	\$ 61,381
Percent of ESA Labor Effort		1%	17%	13%	32%	22%	3%	3%	7%	1%	100%						
Percent of Effort - Total Project Cost		0.6%	14.5%	9.8%	21.7%	10.3%	2.5%	1.6%	4.0%	0.2%		65.3%	1.1%	2.2%	31.4%	34.7%	100.0%

Cost Subtotal: AB939 Program Assistance \$ - \$ 4,032 \$ - \$ 13,340 \$ 2,592 \$ 260 \$ - \$ 1,140 \$ - \$ 21,364 \$ 400 \$ 656 \$ - \$ 1,056 \$ 22,420  
 Cost Subtotal: Climate Action Plan \$ 360 \$ 4,896 \$ 6,000 \$ - \$ 3,726 \$ 1,300 \$ 972 \$ 1,330 \$ 130 \$ 18,714 \$ 300 \$ 700 \$ 19,247 \$ 20,247 \$ 38,961

**TOTAL PROJECT COST \$ 61,381**

Note: ESA labor rates for technical staff working on the Climate Action Plan reflect our current rates minus 10%; Administrative Burden for direct costs (including Subcontractor costs) have also been reduced from our standard 15% to 5%. In addition, our proposal does not include our customary 3% charge on labor for communications. These adjustments have been made to reflect ESA's commitment to providing services related to Global Climate Change at rates more affordable for our clients.