

AGREEMENT FOR ENVIRONMENTAL COMPLIANCE SERVICES
Robertson-Bryan, Inc.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2024 by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Robertson-Bryan, Inc., a California corporation ("Consultant") (each a "Party" and collectively, the "Parties").

RECITALS

A. City requires the professional services of a consultant specifically trained and experienced in environmental compliance services for the Solid Waste Organics Diversion project and new laboratory building at the Wastewater Treatment Plant, which are professional services outside of services offered by City.

B. Consultant has the professional skills and experience necessary to perform the services described in this Agreement.

C. Consultant customarily engages in these services as part of its independently established trade, occupation, and/or business, separately from its work for City.

D. City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services

E. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work.

1.1 City retains Consultant, as an independent contractor, to perform, and Consultant agrees to render, those services (the "Services") that are described in the attached Exhibit "A," which is incorporated by this reference, pursuant to this Agreement's terms and conditions.

1.2 Consultant will control the manner and the means of the work to be performed, and be responsible for the professional quality, technical accuracy and coordination of the Services. Consultant will, without additional compensation, correct or revise any errors or deficiencies in the Services.

1.3. Consultant will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

1.4 If applicable, Consultant has designated those persons listed in Exhibit "A" to provide the Services to the City. Consultant will not change or reassign those persons described in Exhibit "A" without prior written notice to City, and will not replace those individuals with individuals to whom City has a reasonable objection.

2. Standard of Performance. Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the Services. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Northern California area. The acceptance of the Services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the Services. Consultant will control the manner and means of the services to be performed by its employees and subconsultants. All of Consultant's staff will be qualified by training and experience to perform their

assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the Services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of the Services by Consultant.

4. Schedule. Consultant will generally adhere to the schedule set forth in Exhibit "A" provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

5. Compensation.

5.1 The total fee payable for the Services to be performed during the term of this Agreement will be a not to exceed amount of two hundred fifty two thousand five hundred seventy five dollars (\$252,575) as may be further specified in the attached Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services.

5.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

5.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services, or other defaults hereunder.

6. Status of Consultant. Consultant will perform the Services as an independent contractor, free from the control and direction of City, in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever and City will not pay any tax, workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

7. Subcontracting. Consultant's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit "A", Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. Other Consultants. The City reserves the right to employ other consultants in connection with the Services.

9. Indemnification. Consultant agrees to indemnify, including the cost to defend, City, its officers, agents, volunteers and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City.

10. Insurance. Consultant will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

10.1 Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

10.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim.

10.2 Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Consultant will furnish, to the satisfaction of the City, certificates of insurance and endorsements.

10.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

10.4 Failure to Maintain Coverage. If Consultant fails to maintain any of these insurance coverages, then City will have the option to declare Consultant in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

10.6 Primary Coverage. For any claims related to the Services and this Agreement, the Consultant's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contributory with it.

10.7 Reduction in Coverage/Material Changes. Consultant will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

10.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

11. Business License. If required, Consultant will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

12. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. Ownership of Documents.

13.1 All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

13.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters

and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

14. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

15. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

16. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone No. (925) 516-6000
Facsimile No. (925) 516-6001
Attn: Casey Wichert,
Director of Public Works

For Consultant:

Robertson-Bryan, Inc.
9888 Kent Street
Elk Grove, CA 95624
Phone No.: (916) 714-1801
Facsimile No.: (916) 714-8104
Attn: Michael D. Bryan, Ph.D.,
President/CFO

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

17. Conflicts of Interest.

17.1 City will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's affected employees, agents, or subcontractors will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

17.2 Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with the City an affidavit disclosing this interest. Consultant will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

18. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations ("Laws") which in any manner affect those employed by Consultant, or in

any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

19. Pandemic Health Laws. Consultant's duty to comply with Laws includes compliance by Consultant with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

20. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

22. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

24. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all

provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

25. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

26. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior written consent of City, which will not be unreasonably withheld.

27. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

28. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

29. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

30. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

31. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

32. Signatures.

32.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

32.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

CONSULTANT:

CITY:

* By: _____
Michael D. Bryan, Ph.D.
President/CFO

By: _____
Tim Y. Ogden, City Manager

ATTEST:

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Wisinski, Interim City Attorney

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES

At City's request, Consultant to provide environmental compliance services to the City, as more fully described in the attached proposal, for its Solid Waste Organics Diversion project and new laboratory building, at the City's Wastewater Treatment Plant.

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April 4, 2024

DELIVERED BY EMAIL

Mr. Casey Wichert
Director of Public Works
City of Brentwood
150 City Park Way
Brentwood, CA 94513

Subject: Proposal for Environmental Compliance Services for the Solid Waste Organics Diversion Project and New Wastewater Treatment Plant Laboratory Building

Dear Mr. Wichert:

Robertson-Bryan, Inc. (RBI) is pleased to submit this proposal to provide environmental compliance services to the City of Brentwood (City) for its Solid Waste Organics Diversion Project (“Solid Waste Project”) and new laboratory building at the City Wastewater Treatment Plant (“Lab Building Project”). It should be noted that the Lab Building Project has independent utility relative to the Solid Waste Project and thus its utility is not dependent upon the Solid Waste Project. In addition, the two projects are on different schedules. Consequently, separate California Environmental Quality Act (CEQA) documentation will be prepared for the two projects.

For the Solid Waste Project, RBI will provide services to prepare a CEQA Initial Study (IS), Mitigated Negative Declaration (MND), and Mitigation Monitoring and Reporting Program (MMRP) to be adopted by the City Council. We believe that an IS/MND is appropriate for the project. However, should the IS identify significant unmitigable impacts, RBI would seek to amend the CEQA contract for the Solid Waste Project to prepare an Environmental Impact Report (EIR). RBI also will secure coverage for the project under the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) and provide pre-construction services to implement the MMRP.

RBI understands the Solid Waste Project will consist of the following primary elements.

- 1) Construction and operation of a 1-million-gallon digester that will process wastewater treatment plant biosolids, organic fraction of municipal solid waste, yard waste, high strength waste, and fats, oils and grease.
- 2) Expansion of a biosolids dryer and pyrolysis system that will process the biosolids from the digester into biochar for application within the City or for sale by the system vendor.
- 3) Realignment of the existing walking/bike path connecting Elkins Way to the Marsh Creek trail.

4) Expansion of the existing solid waste facility building.

There may be additional elements, such as equipment to prepare the organic municipal waste and yard waste for the digester, and equipment to control ammonia.

For the Lab Building Project, RBI will provide services to prepare a Categorical Exemption. RBI understands the Lab Building Project will consist of a new building to be constructed in the lawn area adjacent to the WWTP administration building. The City plans relocate its laboratory, currently in the administration building, into this new building.

RBI is extremely knowledgeable and experienced in providing environmental compliance services needed for the Solid Waste Project and Lab Building Project. We are also familiar with the project area and, therefore, resources that could be affected by the Solid Waste Project and Lab Building Project, having prepared the IS, MND, and MMRP for the Recycled Water Project in 2015 and Wastewater Treatment Plant (WWTP) Phase II Expansion Project in 2016, and Supplemental IS, MND, and MMRP for the WWTP Phase II Expansion Project in 2023. RBI also provided MMRP implementation services for these projects.

RBI's detailed scope of work to provide environmental compliance services for the Solid Waste Project and Lab Building Project is provided below.

I. SCOPE OF WORK

TASK 1: SOLID WASTE PROJECT CEQA AND HCP/NCCP

Task 1.1: Project Description

RBI will prepare a project description with sufficient detail to support the IS and HCP/NCCP application for coverage. The project description will be generated from information provided by the City and the City's project team in response to requests for information, as well as project team meetings. RBI will prepare a draft project description for review and comment by the City. RBI will also prepare a location map and site plan highlighting the project elements and areas of potential impact. RBI will incorporate City comments and finalize the project description and maps.

Task 1.2: Tribal Consultation

Assembly Bill (AB) 52 establishes a consultation process with California Native American tribes for proposed projects in geographic areas that are traditionally and culturally affiliated with that tribe. The lead agency shall begin consultation with a California Native American tribe traditionally and culturally affiliated with the project area prior to the release of an IS and MND if: (1) the tribe requested in writing to be formally informed of projects in the tribe's traditionally and culturally affiliated area; and (2) the tribe responds, in writing, within 30 days after formal notification from the lead agency and requests consultation.

RBI and our subconsultant Natural Investigations Company, Inc. (Sacramento, CA) will assist the City of Brentwood with the AB 52 process in the form of drafting a letter of information for interested Native American tribes. RBI and Natural Investigations also will attend a meeting with Native American tribes that request consultation. This scope of work assumes there will be one (1) meeting, based on our experience with the WWTP Phase II Expansion Project, in which the Wilton Rancheria requested consultation.

Task 1.3: Administrative Draft IS

RBI will serve as the lead consultant for preparation of the IS, with support from Ascent Environmental, Inc. (Sacramento, CA) and Natural Investigations Company.

RBI will prepare an administrative draft IS that addresses CEQA Guidelines, Appendix G Environmental Checklist questions. Mitigation measures determined to be necessary to reduce or avoid significant or potentially significant environmental impacts will be identified. RBI will use setting and analysis information from the previously prepared IS's for the Recycled Water Project and WWTP Phase II Expansion Project, to the extent it is relevant to the Project. Additional scope is provided below for key resource areas likely to be impacted by the project.

Terrestrial Biology. RBI will research information from the East Contra Costa County Habitat Conservation Plan/Natural Communities Conservation Plan (HCP); California Department of Fish and Wildlife (CDFW) California Natural Diversity Database; California Native Plant Society Inventory of Rare and Endangered Vascular Plants of California; U.S. Fish and Wildlife Service (USFWS), and U.S. Army Corps of Engineers (USACE) wetland maps. RBI also will conduct two field reconnaissance surveys, one in March/April and one in May/June, to evaluate habitat conditions in the areas of potential disturbance and determine the potential for occurrence of special-status species of concern in the HCP/NCCP. Species will be recorded as present if observed, if species-specific vocalizations are heard, or if diagnostic field signs are found (e.g., scat, tracks, pellets, feathers). Some species known to occur in the project vicinity, and for which appropriate habitat is present, will be recorded as "expected, but not observed." This survey will not include protocol-level surveys for special-status species to confirm actual presence or absence of these species on the project site.

Cultural, Paleontological, and Tribal Cultural Resources. Natural Investigations Company will lead preparation of the cultural resources, paleontological, and tribal cultural resources assessments. The assessment will require conducting a California Historical Resources Information System (CHRIS) records search with a 0.5-mile radius of the project area at the Northwest Information Center (NWIC), a pedestrian survey, and preparation of a technical report. Natural Investigations Company's scope of work and cost estimate is provided in Attachment 3.

Air Quality, Energy, Greenhouse Gas Emissions, Noise and Transportation. Ascent Environmental Inc. will lead preparation of the air quality, energy, greenhouse gas emissions,

noise, and transportation assessments. Ascent Environmental's scope of work and cost estimate is provided in Attachment 4.

RBI assumes that the potential impacts to the remainder of the resource issues addressed in the Appendix G Environmental Checklist can be analyzed without substantial analytical effort and relying largely on the previously completed IS's. These sections include aesthetics, agricultural and forest resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, population and housing, public services, recreation, utilities and service systems, wildfire, and mandatory findings of significance.

Task 1.4: Administrative Draft MND

RBI will prepare an administrative draft proposed MND that will contain the mitigation measures in the IS needed to reduce environmental impacts to less than significant levels.

Task 1.5: Public Review IS and MND

RBI will revise the administrative draft IS and proposed MND addressing City review comments and prepare these documents for public review. RBI will prepare the files in portable document format (PDF) for posting to the City's website and the State Clearinghouse's CEQA Submit website. RBI also will provide the City with one (1) bound hard copy of the IS and proposed MND for posting at the City's Public Works office.

Task 1.6: Responses to Comments

RBI will prepare brief written responses to comments on the IS and MND for inclusion as an attachment to the Staff Report to City Council. Although not necessary under CEQA for an MND, providing brief written responses to written comments effectively demonstrates that the lead agency has duly considered the comments, which is required by CEQA. RBI cannot predict the number and complexity of comments that will be received, therefore, the scope of work for this task is defined by the hours allocated in the budget.

Task 1.7: Notice of Intent

RBI will prepare the Notice of Intent (NOI) to adopt the MND. A draft NOI will be submitted to the City for review and comment. RBI will prepare a final NOI and send it to the County Clerk's office for posting. RBI also will post the NOI to the CEQA Submit website with the IS and proposed MND. RBI assumes that the City will conduct noticing on its website and the City Public Works office.

Task 1.8: Notice of Completion

RBI will prepare the State Clearinghouse Notice of Completion form. This form will be posted to the CEQA Submit website with the NOI, IS and proposed MND.

Task 1.9: Mitigation Monitoring and Reporting Program

RBI will prepare a Mitigation Monitoring and Reporting Plan (MMRP) for adoption by City Council. The MMRP will contain the mitigation measures identified in the IS to reduce impacts to less than significant levels, the timeframe each mitigation measure needs to be conducted, implementation responsibility, and monitoring/reporting responsibility. RBI will prepare a draft MMRP for City staff review and comment, and incorporate one (1) round of consolidated City comments to finalize the document.

Task 1.10: Staff Report and Resolution

RBI will prepare the draft Staff Report and Resolution to adopt the MND and MMRP. RBI also will prepare a draft Previous Actions attachment to the Staff Report. The documents will be prepared using City templates. These draft documents will be for the City to finalize in accordance with its internal review procedures.

Task 1.11: City Council Meeting

If requested by the City, an RBI Principal and technical expert from Ascent Environmental will attend the City Council meeting during which the MND and MMRP will be considered for adoption. Hours budgeted for this task are for preparation and attendance at the meeting.

Task 1.12: Notice of Determination

RBI will prepare the Notice of Determination (NOD) for signature by the assigned City representative. Following receipt of the signed NOD, RBI will post the document to CEQA Submit. RBI assumes the City will submit the NOD to the County Clerk along with the CEQA filing fee.

Task 1.13: East Contra Costa County HCP/NCCP

RBI will prepare the Planning Survey Report (PSR) for application for coverage under the HCP/NCCP. For the purposes of this scope of work, it is assumed that the existing documentation that was prepared for the WWTP Phase II Expansion Project will serve as the basic template for the Proposed Project. RBI will use the results of two reconnaissance surveys of the project construction sites, scoped under Task 1.3 above, to determine if special-status species covered under the HCP/NCCP occur within the project area. In addition, based on the final project site map and whether the project has the potential to affect existing ditches/remnant channels located in the southern portion of the project site, RBI may be required to prepare an Aquatic Resources Delineation (ARD) and submit it as part of the PSR submittal. RBI will prepare an electronic file of the draft application and ARD, if prepared, for review by City staff, and upon receipt of comments will revise the application and ARD and finalize for submittal to the East Contra Costa County Habitat Conservancy.

Task 1.14: Pre-Construction Tasks and MMRP Implementation

Construction monitoring cannot be accurately estimated at this time as it depends on the types and timing of construction activity, and specific species and habitat that may be present within

and around the construction areas. Therefore, the budget for this sub-task is limited to a preliminary budget estimate based on the assumption that only relatively limited pre-construction work will be required to implement the MMRP and comply with HCP/NCCP conditions. These services will include conducting a pre-construction survey, preparing a Technical Memorandum summarizing the results of the survey, developing a Worker Environmental Awareness Program (WEAP), and administering WEAP training to all contractors at a scheduled meeting on-site prior to the initiation of construction.

Task 1.15: Bi-Weekly Coordination Meetings

RBI's project manager will participate in bi-weekly meetings with the City's project team to obtain key information regarding project elements, coordinate on schedule, and address other items necessary to provide the environmental compliance services outlined herein. Ten (10) meetings, occurring from February 2024 through December 2024, are assumed. It is assumed that other RBI staff may need to attend up to four (4) of these meetings.

TASK 2: LAB BUILDING PROJECT CEQA

For the Lab Building Project, a Categorical Exemption is the appropriate CEQA approval mechanism. Furthermore, based on the size and location of the project, the City does not need to apply for HCP/NCCP coverage.

Task 2.1: Project Description

RBI will prepare a project description with sufficient detail to support the Categorical Exemption. The project description will be generated from information provided by the City and the City's project team in response to requests for information, as well as project team meetings. RBI will prepare a draft project description for review and comment by the City. RBI also will prepare a location map and site plan highlighting the project elements and areas of potential impact. RBI will incorporate City comments and finalize the project description and maps.

Task 2.2: Prepare Categorical Exemption

Based on RBI's current understanding of the project, it is assumed that a Categorical Exemption under Section 15303 – Class 3: New Construction or Conversion of Small Structures will satisfy the requirements of CEQA. Under this task, RBI will prepare the draft Notice of Exemption (NOE) and a draft attachment that provides supplemental information and the consistency findings for why the project is exempt under Section 15303 of the CEQA guidelines. This draft documentation will be submitted to the City for review and comment. Preparation of this document will require a vegetation and habitat survey of the project site, to be conducted concurrently with surveys for the Solid Waste Project.

Upon receipt of the City's comments on the draft documentation, RBI will finalize the NOE and justification attachment for use by the City to make the determination that the exception applies and to approve the project at a future City Council meeting.

Task 2.3: File Final Documentation

Once the City has made the determination that the Categorical Exemption applies, based on the documentation provided, and approves the project, RBI will file the final Categorical Exemption documentation with the Contra Costa County Clerk and the State Clearinghouse. RBI will generate a virtual posting with the State Clearinghouse and upload the final documents to CEQA Submit. Once approved by the State Clearinghouse, final documents will be mailed to the county clerk along with the filing fee.

TASK 3: PROJECT MANAGEMENT

Project management time shall primarily be used by the RBI principal-in-charge and project manager to coordinate and direct the project activities to assure that all tasks are conducted efficiently and effectively. In addition, this task provides time for project coordination by phone, email, and video conference with other project team members, budget and schedule tracking, invoicing, and other duties to coordinate and administer the project.

II. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a contract or written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

To provide the professional services outlined herein, RBI recommends a time-and-materials contract, not to exceed the amount shown in **Attachment 1**. RBI will invoice the City monthly according to its 2024 fee schedule (**Attachment 2**).

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 261-4043. We look forward to assisting you with this important project.

Sincerely,



Michael D. Bryan, Ph.D.
Managing Partner

Attachment 1: RBI Budget

Attachment 2: 2024 Fee Schedule

Attachment 3: Natural Investigations Company, Inc. Scope and Budget

Attachment 4: Ascent Environmental Inc. Scope and Budget

ATTACHMENT 1

RBI BUDGET

City of Brentwood Solid Waste Organics Diversion Project						
	Managing Partner Michael Bryan	Principal Keith Whitener	Associate Michelle Brown	Hailey Price Project Scientist I	Whitney Thorpe Project Scientist I	Subtotal
PROFESSIONAL SERVICES						
Task 1: Solid Waste Project CEQA & HCP/NCCP						\$ 105,347
Task 1.1: Project Description	4	12	12	16		\$ 12,124
Task 1.2: Tribal Consultation		8	4	4		\$ 4,548
Task 1.3: Administrative Draft IS	4	16	40	40	24	\$ 31,900
Task 1.4: Administrative Draft MND	1		4	8		\$ 3,241
Task 1.5: Public Review IS and MND	2	2	8	12		\$ 6,248
Task 1.6: Responses to Comments	2	2	4	12		\$ 5,084
Task 1.7: Notice of Intent	1		1	4		\$ 1,504
Task 1.8: Notice of Completion				1		\$ 216
Task 1.9: Mitigation Monitoring and Reporting Program	1	4	2	8		\$ 3,919
Task 1.10: Staff Report and Resolution	1		6	2		\$ 2,527
Task 1.11: City Council Meeting		8				\$ 2,520
Task 1.12: Notice of Determination			1	1		\$ 507
Task 1.13: East Contra Costa County HCP/NCCP		8	2	40	32	\$ 18,654
Task 1.14: Pre-construction Tasks		4	1	2	20	\$ 6,303
Task 1.15: Bi-Weekly Coordination Meetings	4		16			\$ 6,052
Task 2: Lab Building Project CEQA						\$ 16,001
Task 2.1: Project Description	2		4	16		\$ 5,318
Task 2.2: Categorical Exemption	3	4	4	24		\$ 8,655
Task 2.3: File Final Documentation			4	4		\$ 2,028
Task 3: Project Management	10	10	24			\$ 13,624
Hours:	35	78	137	194	76	
Rate:	\$ 349	\$ 315	\$ 291	\$ 216	\$ 216	
Labor Subtotal	\$ 12,215	\$ 24,570	\$ 39,867	\$ 41,904	\$ 16,416	\$ 134,972
SUBCONSULTANT SERVICES						
Natural Investigations Company, Inc. <i>(Cultural, Paleontological, and Tribal Cultural Resources)</i>						\$ 10,575
Ascent Environmental, Inc. <i>(Air Quality, Greenhouse Gas, Energy, Noise, Transportation)</i>						\$ 95,900
RBI Subconsultant Management Fee (10%)						\$ 10,648
Subconsultant Services Subtotal:						\$ 117,123
DIRECT EXPENSES						
Mileage						\$ 350
Document Printing						\$ 50
Document Mailing						\$ 80
Direct Expenses Subtotal:						\$ 480
TOTAL BUDGET						\$ 252,575

ATTACHMENT 2

2024 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

Professional Services	Rate/Hour
◆ Managing Partner	\$349.00
◆ Partner	\$342.00
◆ Managing Principal Engineer/Scientist	\$333.00
◆ Principal Engineer/Scientist	\$315.00
◆ Resource Director	\$301.00
◆ Associate	\$291.00
◆ Senior Engineer/Scientist II	\$284.00
◆ Senior Engineer/Scientist I	\$269.00
◆ Project Engineer/Scientist III	\$247.00
◆ Project Engineer/Scientist II	\$236.00
◆ Project Engineer/Scientist I	\$216.00
◆ Staff Engineer/Scientist II	\$201.00
◆ Staff Engineer/Scientist I	\$185.00
◆ Technical Analyst	\$172.00
◆ Graphics/GIS	\$153.00
◆ Laboratory Compliance Specialist	\$149.00
◆ Administrative Assistant	\$115.00
◆ Intern	\$71.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16th.

INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

ATTACHMENT 3

NATURAL INVESTIGATIONS COMPANY, INC. SCOPE AND BUDGET



Natural Investigations Company

March 12, 2024

Robertson-Bryan, Inc
Michelle Brown
3100 Zinfandel Drive, Suite 300
Rancho Cordova, CA 95670
916-405-8933
michelle@robertson-bryan.com

Subject: Cultural Resources Services for the City of Brentwood Solid Waste Organics Diversion Project in Contra Costa County, CA

Natural Investigations Company, Inc. (Natural Investigations) has prepared the following scope of work and associated cost in response to the specific tasks and responsibilities for an archaeological investigation under the provisions of CEQA (CCR14 Section 15064.5 and PRC Section 21083.2) for the project area located in Brentwood, CA.

Task 1: Cultural Resources Inventory

Cultural Resources Literature Search

Natural Investigations will conduct a California Historical Resources Information System (CHRIS) records search with a 0.50-mile radius of the proposed project area at the Northwest Information Center (NWIC) located in Rohnert Park, CA. The NWIC houses cultural resources records and the primary purpose of the CHRIS records search is to identify any previously recorded cultural resources known to exist within or adjacent to the project areas. In addition to the archaeological inventory records and reports, an examination will be made of historic maps, the NRHP, the California Inventory of Historical Resources, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the project area.

Additionally, Natural Investigations will contact the Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. Natural Investigations will submit a project information letter and location map to each individual, Tribe, and/or organization on the NAHC list. In addition, Natural Investigations will support the city during meetings with Tribes requesting consultation.

Note: For the purposes of this scope and cost estimate, Natural Investigations assumes that all Native American consultation support to the city will be in the form of electronic meetings (i.e. Zoom, Teams, etc.). No in person meetings are assumed.

Pedestrian Survey

Upon completion of the CHRIS, UCMP, and NAHC records search, Natural Investigations will conduct an intensive pedestrian survey of the project area. Archaeologists will conduct the survey utilizing pedestrian transects spaced at maximum intervals of 15 meters, covering all portions of the project area. Areas which are inaccessible due to dense vegetation, unstable geologic conditions, or other obstructions will be surveyed at a reconnaissance-level, typically at 20-40 meter transects.

Option A Survey: Survey area includes: new road access, solid waste processing area, realigned Marsh Creek Path, and PG&E Interconnect Digester and BDPS Area (~16-acres).

Option B Survey: Survey area includes: new road access, solid waste processing area, realigned Marsh Creek Path, and PG&E Interconnect Digester and BDPS Area (~16-acres)., eastern RNG pipeline alignment connecting to PG&E pipeline connection at Sunset Road (0.64-miles).

Option C Survey: Survey area includes: new road access, solid waste processing area, realigned Marsh Creek Path, and PG&E Interconnect Digester and BDPS Area (~16-acres)., western RNG pipeline alignment connecting to PG&E pipeline connection at Sunset Road (0.72-miles).

Option D Survey: Survey area includes: new road access, solid waste processing area, realigned Marsh Creek Path, and PG&E Interconnect Digester and BDPS Area (~16-acres)., western and eastern RNG pipeline alignment connecting to PG&E pipeline connection at Sunset Road (1.36-miles).

Note: For the purposes of this scope and cost estimate, Natural Investigations assumes that the cultural resources survey will be negative for prehistoric and historic resources (i.e., no previously unrecorded cultural resources will be encountered and no previously recorded cultural resources will require updates). No testing or excavation will be conducted, nor will any artifacts, samples or specimens be collected during the survey.

Cultural Resources Technical Report

Upon completion of the literature review and pedestrian survey, Natural Investigations will prepare a cultural resources confidential technical report for project area. The technical report will document the results of the literature review, NAHC search, Native American outreach, and field survey as well as provide management recommendations for resources within or near the project area. The reports will meet the Secretary of Interior’s Standards and Guidelines and will follow Archaeological Resource Management Reports: Recommended Contents and Format guidelines.

Note: For the purposes of this scope and cost estimate, Natural Investigations assumes that RBI will provide a detailed project description.

IS Chapters: Cultural & Tribal

Using data compiled from the beforementioned technical study, Natural Investigations will prepare the Cultural Resources and Tribal Cultural Resources sections of the Initial Study preparing at a minimum to the items listed in CEQA Appendix G: Environmental Checklist Form of the CEQA Guidelines.

Note: For the purposes of this scope and cost estimate, Natural Investigations assumes that RBI will provide the IS template, regarding font/style, to be used.

Based on thoughtful consideration, Natural Investigations estimates our fee for the scope of services described herein as presented below:

Cost estimate

Task	Cost
*CHRIS/ NAHC: Option A	\$2,190
*CHRIS/ NAHC: Option B	\$2,190
*CHRIS/ NAHC: Option C	\$2,190
*CHRIS/ NAHC: Option D	\$2,190

Pedestrian Survey: Option A	\$935
Pedestrian Survey: Option B	\$1,025
Pedestrian Survey: Option C	\$1,025
Pedestrian Survey: Option D	\$1,115
Technical Report: Option A	\$4,890
Technical Report: Option B	\$4,980
Technical Report: Option C	\$4,980
Technical Report: Option D	\$5,300
IS Chapters	\$1,970
Totals	Dependent on Options
Option A:	\$9,985
Option B & C:	\$10,165
Option D:	\$10,575

*Assumes CHRIS fees not to exceed \$750

We appreciate the opportunity to submit this proposal and look forward to providing our services on this project. Please call if you have questions concerning this proposal.

Respectfully submitted,

Cindy J. Arrington, M.S., RPA
Administrator
Natural Investigations Company, Inc.

ATTACHMENT 4

ASCENT ENVIRONMENTAL, INC. SCOPE AND BUDGET

March 20, 2024

Michelle Brown
Robertson-Bryan, Inc.
via email: michelle@robertson-bryan.com

**Subject: IS/MND Support for the Brentwood WWTP Biosolids Handling Project
Brentwood, CA**

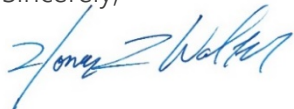
Dear Ms. Brown,

Ascent Environmental (dba Ascent) appreciates this opportunity to submit a scope of work to assist with the proposed biosolids handling project (project). We understand that the City of Brentwood (City) is proposing to construct new process equipment (i.e., organics digester, biosolids dryer, and pyrolysis system [BDPS]) and required ancillary facilities (e.g., access road, walkway realignment, building expansion, pipe connections) at the existing wastewater treatment plant (WWTP) located at 2201 Elkins Way in Brentwood, CA.

To support the project, Robertson-Bryan, Inc. (RBI) is preparing an Initial Study/Mitigated Negative Declaration (IS/MND) to satisfy the California Environmental Quality Act (CEQA) and this scope assumes that an IS/MND is the appropriate CEQA document for the project. As a subconsultant to RBI, Ascent will support the preparation of the IS/MND by preparing the air quality, greenhouse gas (GHG), energy, noise and vibration, and transportation portions as drop-in IS/MND sections. Our proposal includes assistance in preparing the project description and all drafts through project approval. Our proposed scope of work, schedule, and cost estimate are attached.

We look forward to working with you on this important project. If you have any questions regarding the enclosed scope of work and cost estimate, please feel free to contact us.

Sincerely,



Honey Walters
Principal
p: 530.574.0772
e: honey.walters@ascent.inc



Dimitri Antoniou, AICP
Air Quality/Noise Practice Leader
p: 818.667.0392
e: dimitri.antoniou@ascent.inc

Attachments:

- A Proposed Scope of Work
- B Price Proposal

ATTACHMENT A

PROPOSED SCOPE OF WORK

BRENTWOOD WWTP BIOSOLIDS HANDLING PROJECT

BRENTWOOD, CA

INTRODUCTION

Ascent subject matter experts will assist in the preparation of the proposed IS/MND by preparing the air quality, GHG, energy, noise and vibration, and transportation sections. This proposal and scope of work are a good-faith estimate based on our understanding of the required level of effort to assist RBI and the City through approval of the IS/MND. All proposed technical work was determined to be necessary to satisfy CEQA requirements based on a review of available project information and applicable regulations (e.g., local air district, municipal code). Ascent's detailed scope and schedule are provided below; our cost estimate is included in Attachment B.

PROPOSED SCOPE OF WORK

Task 1: Data Collection/Project Management

This task includes Ascent staff time to kick the project off, coordinate with the project team to obtain necessary project information, participate in coordination calls/meetings (virtual), and provide as-needed project support (e.g., CEQA strategy). Ascent will coordinate with the applicant team to obtain necessary project information and the assumptions related to project construction activities. We will assist the team in developing certain aspects of the project description (e.g., construction scheduling, site design) relating to or affected by various technical resource analyses that Ascent is preparing (e.g., air quality, noise).

This task will include a project kickoff meeting/initial request for information (RFI) and Ascent will participate in four rounds of subsequent information gathering to ensure all necessary data are obtained before beginning the technical analyses (discussed below). The data collection portion of this task assumes 30-staff hours and would be considered complete once the project team provides approval of agreed-upon model inputs/assumptions. To facilitate this, Ascent will prepare a brief memo summarizing the results of the data coordination effort for City approval, before commencing any technical modeling.

Deliverables

- ▲ Project kickoff meeting/RFI
- ▲ Ongoing project coordination (four rounds of coordination/30 staff hours)
- ▲ Model assumptions memo

Task 2: Administrative Draft IS/MND Sections

As a subconsultant to RBI, Ascent will prepare the air quality, GHG emissions, energy, noise and vibration, and transportation portions of the IS/MND as drop-in sections for RBI's and the City's review. The detailed scopes for each section are described below.

Task 2a: Air Quality

The project site is located in Contra Costa County, within the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). Therefore, the air quality analysis will be conducted per the most recent version of BAAQMD's CEQA Guide (2022) and adopted thresholds of significance.

Criteria Air Pollutants and Ozone Precursors

To conduct the air quality analysis, Ascent will quantify the project's construction and non-process related operational emissions (e.g., onsite equipment use) of criteria air pollutants and ozone precursors (e.g., reactive organic gases [ROG], oxides of nitrogen [NO_x], particulate matter [PM₁₀], and fine particulate matter [PM_{2.5}]), using the latest version of the California Emissions Estimator Model (CalEEMod) or other appropriate models and emissions factors, consistent with BAAQMD guidance.

Modeling inputs for construction phases will be based on input parameters and assumptions agreed upon by the project team, including construction scheduling/phasing, equipment use data, and excavation and delivery quantities information. Quantifying operational emissions will include an assessment of emissions associated with anticipated mobile sources (e.g., maintenance/operational truck travel, onsite equipment use) and stationary sources (e.g., process emissions). Model inputs will require daily and annual activity data (e.g., haul truck trip rate and VMT, waste/biosolids process quantities, equipment design parameters) obtained during Task 1. This scope assumes that operational process-related emission estimates will be provided by the project team (i.e., Anaergia), in coordination with Ascent that would meet our needs for CEQA and modeling. Ascent's team will participate in the coordination effort (Task 1) to ensure the data are provided in a format that meets our needs.

Results of construction and operational emissions modeling will be presented in tabular form and compared to adopted CEQA thresholds of significance for the project's construction and operational phases. Should results indicate that thresholds would be exceeded, mitigation measures including clear performance standards, timing, and responsibility will be developed. Residual impacts, based on substantial evidence (e.g., quantification), will also be presented as appropriate.

Toxic Air Contaminants

The project would result in toxic air contaminant (TAC) emissions from construction, primarily associated with diesel particulate matter (diesel PM) from off-road heavy-duty construction equipment and operations, TACs from combustion and process systems (i.e., BDPS), and mobile-source emissions from on-road truck trips (e.g., diesel PM). Per the 2022 BAAQMD CEQA Guide, new sources of TACs should be evaluated for potential health risk impacts on an individual and a cumulative basis. Both assessments are proposed and described in detail below.

To conduct the project-level assessment, TACs from construction and operations will be assessed by preparing a quantitative Health Risk Assessment (HRA) involving air dispersion modeling, TAC prioritization, and risk calculations. The construction TAC assessment portion of the HRA will evaluate health risk exposure from diesel particulate matter (diesel PM), the primary TAC of concern associated with construction, and fine particulate matter (PM_{2.5}) concentrations, for comparison to adopted BAAQMD health and concentration-based thresholds. Because operational mobile-source emissions associated with haul trucks and maintenance vehicles are not anticipated to increase, the operational HRA will focus on

emissions associated with the proposed BDPS process emissions. TAC emissions from the operation of the BDPS and other stationary sources will be quantified using relevant TAC emission factors from BAAQMD or other air districts. The mass emissions quantification of criteria air pollutants from operational process emissions required for the HRA is assumed to be provided to Ascent by the project team. The construction mass emissions (e.g. diesel PM, fugitive dust) prepared for the Criteria Air Pollutants and Ozone Precursors assessment described above, will be used to calculate health risk and PM_{2.5} concentrations.

To prepare the HRA, air dispersion modeling, using BAAQMD-processed meteorological data, will be conducted with the latest version of the American Meteorological Society/Environmental Protection Agency Regulatory Model Improvement Committee modeling system (AERMOD). Health risk will be estimated using the Hotspots Analysis and Reporting Program Version 2 (HARP 2) or appropriate spreadsheet-based calculation tools consistent with HARP 2 and Office of Environmental Health Hazard Assessment (OEHHA) guidance/modeling parameters.

One HRA results scenario, for presentation in the administrative draft IS/MND, is proposed that would incorporate all project design features/applicable best-available control technology (BACT). To accomplish this, preliminary risk models may be required, using increasingly refined project information/facility-specific parameters, based on initial results and coordination with the project team. This scope assumes up to two preliminary model scenarios will be required. The final results scenario will present the point of maximum impact (PMI), maximally exposed residential receptor (MEIR), and maximally exposed nonresidential (worker) receptor (MEWR) for both cancer and non-cancer risk, applicable to the nearby residential, recreational, and nonresidential commercial/industrial land uses. A receptor grid will be established following BAAQMD guidance to ensure that maximum impacts are identified but will be developed to minimize model run time, focusing on discrete receptors. In addition, construction and operational PM_{2.5} concentrations will be evaluated. All results will be evaluated using adopted BAAQMD CEQA health-based thresholds of significance in tabular form (i.e., no isopleth maps are proposed). It should be noted that the HRA is being prepared to satisfy CEQA and will be based on the best available information at the time of the analysis; it may not satisfy separate BAAQMD permitting requirements.

To evaluate cumulative health risks, Ascent will use BAAQMD's Stationary Source Screening Map to identify existing sources of TACs within the identified impact radius. All identified sources, including the resulting impacts identified from the project-specific assessment, will be summed for comparison to BAAQMD's cumulative health risk thresholds. This assessment does not include additional emissions or air dispersion modeling. Results will be presented in the TAC analysis in the IS/MND. The HRA will be prepared as a technical appendix to be appended to the IS/MND, including all emissions and risk modeling inputs/outputs, and only results will be included in the IS/MND section.

Carbon Monoxide and Odors

The emission of carbon monoxide (CO) only occurs at high-traffic signalized intersections. Based on our understanding of the proposed project, construction and operational mobile-source emissions will be minor, not warranting a detailed CO analysis. BAAQMD screening criteria will be used to conduct this assessment. No dispersion modeling is proposed.

Regarding odors, this assessment will be conducted per BAAQMD's qualitative guidance for odor sources. Existing odor complaint data will be accessed and evaluated to inform the analysis. No dispersion modeling is proposed.

Task 2b: Greenhouse Gas Emissions

The GHG emissions section will briefly summarize the current state of climate change science based on the most recent findings of the Intergovernmental Panel on Climate Change's (IPCC's), along with applicable regulatory framework and relevant guidance in California and the project area (e.g., BAAQMD 2022 CEQA Guide, 2022 Scoping Plan, City of Brentwood). In accordance with BAAQMD's recommendations, construction and operational emissions will be quantified and presented. As stated previously, it is assumed that process-related GHG emissions will be provided by the project team. Ascent will supplement these estimates with any additional calculations needed for other operational activities (e.g., onsite equipment use), mobile sources. Project-level impacts for construction will be evaluated using BAAQMD's adopted best management practice approach. The proposed project is a stationary source; thus, appropriate stationary source thresholds will be summarized and included in the analysis. Understanding that the proposed project may result in reductions to existing waste hauling truck trips, the analysis will address this to the extent substantiated trip reduction data are available (e.g., quantification of associated GHG reductions). If such data are not available, the analysis will address this component qualitatively or treat project-generated operational mobile emissions as new sources.

Task 2c: Energy

The energy analysis will evaluate potential impacts based on State CEQA Guidelines Appendix G, analyzing whether the project may result in wasteful, inefficient, or unnecessary consumption of energy or conflict with a plan for renewable energy or energy efficiency. Ascent will quantify energy consumption for construction (e.g., fuel use) and operation (e.g., electricity, fuel use) to supplement process-related energy consumption, assumed to be provided by the project team. In addition, the analysis will address the increase in non-renewable energy sources that would result from the operation of the project, if applicable based on the final design of the system. Fuel consumption rates for on-road and off-road vehicles will be obtained from EMFAC. Fuel consumption from on-site operational equipment will be quantified using project-specific information and activity data (e.g., equipment type and capacity, annual throughput). Any applicable City or project policies/design features that relate to energy conservation or renewable energy will be considered in this analysis.

Task 2d: Noise and Vibration

The noise and vibration section will include a brief discussion of noise descriptors, identification of applicable regulations, and a description of existing noise conditions on the project site and in the surrounding area. Ascent's noise specialist will conduct one 24-hour and two short-term (15-minute to 8-hour) noise measurements to establish existing conditions.

Construction noise and operational noise will be modeled and compared to applicable noise standards (i.e., Chapter 10, Noise, of the Brentwood General Plan and Chapter 9.32, Noise Regulations, of the Brentwood Municipal Code). Where specific standards are not available, guidance from regulatory agencies (e.g., California Department of Transportation [Caltrans], Federal Highway Administration [FTA]) will be used. The construction noise assessment will also evaluate potential sources of temporary vibration using approved

City methods (e.g., FTA). Operational noise sources would include on-site mechanical equipment and noise associated with increased vehicle trips on new roads, which will be evaluated based on project-specific details (e.g., site plan, traffic data) and assessed using reference noise levels and noise attenuation calculations. All modeling results and noise data will be included as attachments.

Task 2e: Transportation

Pursuant to Senate Bill (SB) 743, Public Resources Code Section 21099, and California Code of Regulations Section 15064.3(a), generally, vehicle miles traveled (VMT) is the most appropriate measure of transportation impacts and a project's effect on automobile delay shall no longer constitute a significant impact under CEQA. Therefore, it is assumed that the transportation analysis will evaluate impacts using VMT. The project will be evaluated consistent with guidance and thresholds adopted by the lead agency (i.e., City of Brentwood). In the absence of any such adopted guidance and thresholds, the *Technical Advisory on Evaluating Transportation Impacts in CEQA*, published by the Governor's Office of Planning and Research (OPR) in 2018, will be relied upon.

State CEQA Guidelines Section 15064.3(b)(3) (Qualitative Analysis) explains that there may be conditions under which a qualitative rather than quantitative analysis of VMT is appropriate. This section states that for many projects, a qualitative analysis of construction traffic may be appropriate. In addition, the *Technical Advisory on Evaluating Transportation Impacts in CEQA* notes that projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant transportation impact, absent substantial evidence indicating otherwise (OPR 2018). As detailed in the OPR technical advisory, the VMT analysis for the purposes of CEQA transportation sections is specific to on-road passenger vehicles, specifically cars and light trucks; thus, heavy truck VMT would not be included in the analysis. This analysis will also consider the long-term regional effect of VMT, presumed to be a net decrease or no net change, compared to existing conditions. Therefore, the VMT analysis would consider the trips associated with all cars and light trucks serving the project site (e.g., employee commutes and operational maintenance activities). Ascent will also conduct a qualitative analysis evaluating the impacts on bicycle, pedestrian, and transit facilities, roadway hazards and obstructions, and emergency access resulting from the implementation of the proposed project.

Deliverables

Administrative draft IS/MND drop-in sections:

- ▲ Air Quality (including HRA)
- ▲ Greenhouse Gas Emissions
- ▲ Energy
- ▲ Noise (including Vibration)
- ▲ Transportation

Task 3: Public Draft IS/MND Sections

This task includes the preparation of revised drop-in sections (Task 2a through 2e) of the public draft IS/MND based on one round of comments from RBI and one round of consolidated, nonconflicting comments from the City on the administrative draft IS/MND sections (Task 2). This task assumes that comments will be primarily editorial in nature, not requiring substantive revisions resulting in new modeling.

Task 4: Final Draft IS/MND Sections

This task includes responding to public comments, including potential comments from regulatory agencies (e.g., BAAQMD). This effort is assumed to be minimal, not requiring additional substantive analysis or emissions modeling and assumed up to 10 staff hours on up to eight non-substantive comments. Additional responses or analysis requested would require a contract amendment. In addition, this task includes time for Ascent's technical expert/project director to participate in up to three public meetings/hearings, including preparation and coordination time for each meeting (i.e. a total of 12 staff hours).

SCHEDULE

Completion of the draft IS/MND sections identified in this proposal (Task 2) can be completed in eight weeks from completion of the data collection phase of Task 1, indicated by final approval of the model assumptions memo. Subsequent draft sections (Task 3 and Task 4) can be completed within three weeks of receipt of consolidated, nonconflicting comments on the submitted draft. All deliverables will be in electronic Word format, and it is assumed that the IS/MND template will be provided to Ascent to prepare drop-in sections for RBI and City review.

ATTACHMENT B

PRICE PROPOSAL

BRENTWOOD WWTP BIOSOLIDS HANDLING PROJECT

BRENTWOOD, CA

The proposed price to complete the enclosed scope of work is estimated to be \$95,900 and is summarized below.

TASK	Principal \$390/hr	Air/Noise Director/ Project Manager \$255/hr	Sr. Analyst \$175/hr	Analyst/ Admin/ Graphics \$155/hr	TOTAL
Task 1: Data Collection/Management	8	18	12	0	\$9,810
Task 2: Administrative Draft IS/MND Sections					
Task 2a: Air Quality + HRA	4	32	165	4	\$39,215
Task 2b: Greenhouse Gas Emissions	2	6	20	4	\$6,430
Task 2c: Energy	2	4	12	0	\$3,900
Task 2d: Noise and Vibration	2	10	45	12	\$13,065
Task 2e: Transportation	2	2	0	20	\$4,390
Task 2 Total					\$67,000
Task 3: Public Draft IS/MND Sections	6	16	10	20	\$11,270
Task 4: Final IS/MND Sections	6	10	10	6	\$7,570
<i>Subtotal</i>					\$95,650
Direct Expenses					
Noise Survey					\$250
TOTAL					\$95,900

* Direct costs include travel per diem to/from site for conducting ambient noise measurements.

ASSUMPTIONS

- Time and Materials.** The proposal is a time and materials not-to-exceed price to perform the individual identified tasks in the proposed scope of work. Monthly invoices will be submitted based on progress toward completion occurring in each billing period.
- Price and Staff Allocation to Tasks.** Ascent may reallocate costs and labor resources, as needed, so long as the total contract price is not exceeded.
- Billing Rates.** Costs were determined based on the proposed scope of work and Ascent's current billing rates. Any budget augmentations or contract amendments in subsequent years will be calculated using updated billing rates, unless precluded by contract terms.
- Out of Scope Items:** Substantive project description revisions, resulting in emissions or noise modeling reruns, after approval of the final assumptions memo (Task 1), would result in the need for a contract amendment.