

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of October, 2025, by and between the Community Monitor Committee ("Committee"), and Langan CA, Inc. ("Consultant"), a California corporation.

### RECITALS

A. The Committee was established by a Settlement Agreement, effective December 5, 1999, ("Settlement Agreement") entered into by and between the County of Alameda, the City of Livermore, the City of Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc. ("WMACI"). As required by Section 5.1 of the Settlement Agreement, the Committee consists of four (4) voting members and is comprised of one member from the City of Livermore, City of Pleasanton, Sierra Club, and the Northern California Recycling Association respectively.

B. The City of Livermore provides staff support to the Committee and, pursuant to a letter agreement dated July 6, 2004, a copy of which is attached hereto as Exhibit "C", the City of Livermore acts as the financial agent for the Committee.

C. The Settlement Agreement contemplates the hiring of a Community Monitor, which is a technical expert, to monitor the Altamont Landfill and Resource Recovery Facility's ("ALRRF") compliance with environmental laws and regulations, and to advise the public and the Cities of Livermore and Pleasanton about environmental and technical issues relating to the operation of the ALRRF.

D. The Committee requires professional services to perform the duties of Community Monitor. Under Section 5.1.2 of the Settlement Agreement, the Committee is responsible for: (a) interviewing, retaining, supervising the work and overseeing the payment of, and terminating the contract of the Community Monitor; (b) reviewing all reports and written information prepared by the Community Monitor; and (c) participating in the Five Year Compliance Reviews and the Mid-Capacity Compliance Review (as those terms are defined in the Settlement Agreement).

E. Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Committee has relied upon these warranties to retain Consultant.

### AGREEMENT

**NOW, THEREFORE**, the Committee and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

**1. Retention as Consultant.** Committee hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

**2. Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Consultant and its employees are not Committee officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

**3. Description of Services.** Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

(1) Provide technical expertise to monitor ALRRF compliance with environmental laws and regulations; and

(2) Advise the public and the Cities of Livermore and Pleasanton about environmental and technical issues relating to the operation of the ALRRF.

Committee may revise the scope of services from time to time, with a corresponding adjustment to compensation as required. Any revision shall be in writing as an amendment to this Agreement, signed by both parties.

**4. Consultant's Responsibilities.** Consultant shall:

(a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(b) Provide the resources necessary to complete the Services in a timely manner;

(c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with Judy Erlandson, Public Works Manager for the City of Livermore ("Project Manager"), or such other person designated as the Project Manager by Committee;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice Committee for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested.

Consultant shall not submit an invoice to Committee more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to Committee upon delivery of a written request to examine, audit, or copy them at Committee's place of business during normal business hours. Consultant shall give Committee 30 calendar-days' written notice prior to destroying the invoices and records and allow Committee an opportunity to take possession. If Committee wants them, Consultant and Committee shall coordinate their delivery to Committee in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, the Committee may make the correction and charge the cost thereof to Consultant;

(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the Committee, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## **5. Compensation and Payment.**

(a) The total compensation payable by the Committee to Consultant for the Services conducted in year 1 **SHALL NOT EXCEED** the sum of \$118,000 ("not-to-exceed amount"). Committee shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, and overhead and

administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

**(b)** Consultant shall invoice Committee for services rendered in the previous month, and at the rates set forth in the Schedule of Fees, attached as Exhibit "A". The total of all invoices for work conducted in year 1 of the Agreement shall not exceed \$118,000. The total of all invoices for work conducted in subsequent years of the work shall not exceed \$118,000 times the Consumer price index (CPI) for the previous year for the cities of San Francisco-Oakland-San Jose as published by the U.S. Department Of Labor, Bureau Of Labor Statistics.

The total of all invoices for work conducted in subsequent years of the Agreement shall be increased by an amount that is equivalent to the percent change, from calendar year to calendar year, of the Consumer Price Index for All Urban Consumers (CPI-U), all items index, for San Francisco-Oakland-San Jose, and applied to the base amount of \$118,000 to determine maximum compensation for year 2. Year 3 compensation will be determined by applying the aforementioned CPI-U to the maximum compensation amount determined in year 2.

If this Agreement is extended for one (1) three-year term as specified in Section 6 of this Agreement, year 4 (the first extension year) compensation will be determined by applying the aforementioned CPI-U to the maximum compensation amount determined in year 3; Year 5 (the second extension year) compensation will be determined by applying the aforementioned CPI-U to the maximum compensation amount determined in year 4; and year 6 (the third extension year) compensation will be determined by applying the aforementioned CPI-U to the maximum compensation amount determined in year 5.

If warranted, per Section 5.3 of the Settlement Agreement, the Community Monitor Committee may approve additional compensation beyond the aforementioned compensation limitation.

**(c)** Committee (or its designated representative) shall pay Consultant no later than thirty (30) days after Committee receives a written invoice from Consultant and verifies the Services were performed for the payment requested. The City of Livermore agrees to forward the invoice to the WMACI ALRRF in a timely manner. Upon receipt of the invoice, WMACI, will reimburse the City of Livermore in a timely manner. The Consultant agrees that in the event of non-payment of any invoice by WMACI, the Consultant will not seek payment from the Committee or signatory to the Settlement Agreement other than WMACI.

**6. Term.** The term of this Agreement commences on January 1, 2026, and terminates upon the completion of the Services or December 31, 2028, with the allowance for one (1) three-year extension upon the unanimous approval from the Committee at a Community Monitor Committee meeting.

**7. Termination by Committee.** Committee may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services

except where necessary to preserve the benefit of the work, and then assemble the work on the Services for delivery to Committee on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5. The Committee shall forward the Consultant's final invoice to WMACI for payment.

**8. Ownership of Documents.** All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are Committee's property and Consultant shall deliver them to Committee upon demand.

**9. Copyright and Right of Use.** All items created by Consultant for Committee under this Agreement are works made for hire, and Consultant shall give Committee the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to Committee and Consultant obtains a license to such items for the benefit of Committee. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit Committee's full use and enjoyment of its ownership rights in the items created by the Services

**10. Confidentiality.** Consultant shall not disclose any confidential or proprietary information received from Committee to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to Committee.

**11. Defense, Indemnity, and Hold Harmless.** To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend the Committee, and the Cities of Pleasanton and Livermore from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, to the extent such Liability caused by the negligence or willful misconduct of Consultant. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the Committee, the City of Pleasanton, or the City of Livermore.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) **Modification for Design Professional Services.** To the extent this Agreement is for “design professional services” defined in California Civil Code section 2782.8, then Consultant’s duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

**12. Insurance.** Consultant shall maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit “B” against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time.

**13. Acceptance of Final Payment.** Consultant’s acceptance of final payment will release Committee from any and all claims and liabilities for compensation under this Agreement.

**14. Acceptance of Work.** Committee’s acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant’s responsibility or liability by Committee for any defect or error in the Services.

**15. Conflict of Interest.** Consultant represents that no Committee Member or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant’s business by or from a Committee Member or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between Committee Members and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement. Consultant represents that it has not performed any work as a past or current employee or contractor of WMACI or its parent company (Waste Management, Inc.).

**16. Economic Disclosure.** Consultant shall comply with the Political Reform Act and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants’ financial interest. While it is Consultant’s sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by Committee.

**17. Non-Exclusive Agreement.** This is a non-exclusive agreement. Committee reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

**18. No Assignment.** Consultant shall not assign or subcontract any of the Services without Committee’s prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment. Consultant may assign this Agreement to any of its affiliates or subsidiaries without the

prior consent of the Committee, provided that Consultant provides notice of such assignment, and such affiliate or subsidiary assignee assumes all of Consultant's rights and obligations under the Agreement. If Consultant requests the Committee's consideration and consent to an assignment, the Committee may deny or approve such request in its sole discretion. Any request for an assignment shall be made in a manner to be prescribed by the Committee, and no request by Consultant for consent to an assignment need be considered by Committee unless and until Consultant has met (or with respect to matters that would only occur upon completion of the assignment if approved, made reasonable assurances that it will meet) the requirements outlined in this Agreement. Should Committee consent to any assignment request, such assignment shall not take effect until all conditions relating to the City's approval have been met.

**19. Remedies.** All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against Committee arising from this Agreement, the Consultant must present a written claim to Committee

**20. Construction of Language.** The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

**21. Entire Agreement; Modification.** This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by the Committee can be used in place of the original for all purposes with the same effect as if it was the original.

**22. Notice.** Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY:                      Attention: Community Monitor Committee  
                                          c/o City of Livermore  
                                          Attn: Judy Erlandson  
                                          City of Livermore  
                                          3500 Robertson Park Road  
                                          Livermore, California 94550

TO CONSULTANT:        Attention: Mukta Patil, PE Associate  
                                          Langan CA, Inc.  
                                          135 Main Street, Suite 1500  
                                          San Francisco, CA 94105

**23. Waiver.** Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

**24. Severability.** If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

**25. Survival.** The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

**26. Electronic Signatures.** By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**27. Counterparts.** This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

**28. Limitation of Liability.** To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, partners, employees, agents, and Subconsultants, to Committee, and anyone claiming through or under Committee, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty shall not exceed the insurance limits required by this Agreement.

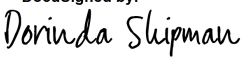
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**Signatures and Attachment List on the Next Page**

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONSULTANT:

Dated:

DocuSigned by:  
  
A906A95453204D7  
Dorinda Shipman  
Principal

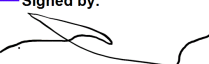
9/26/2025 | 3:33 PM PDT

COMMUNITY MONITOR COMMITTEE

Dated:

Signed by:  
  
380E98E2929645D  
Ben Barrientos, City of Livermore  
1052 South Livermore Avenue  
Livermore, CA 94550

10/20/2025 | 2:15 PM PDT

Signed by:  
  
1FA3B8F900DA0438  
Matthew Gaidos, City of Pleasanton  
123 Main Street  
Pleasanton, CA 94566

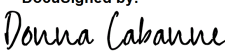
Dated:

10/19/2025 | 8:08 AM PDT

Signed by:  
  
E35E1CCE61A0472  
Emmanuel Nava, Northern  
California Recycling Association  
18982 Santa Maria Ave,  
Castro Valley, CA 94546

Dated:

10/14/2025 | 1:17 PM PDT

DocuSigned by:  
  
6F27540E898E472  
Donna Cabanne, Sierra Club  
Livermore, CA 94550

Dated:

10/16/2025 | 4:22 PM PDT

Approval of the Agreement, made by the Committee on October 8th, 2025, as shown  
in the minutes of that meeting, as to form.

APPROVED AS TO FORM:

Signed by:

*Molly A. O'Toole*

8C094721F53540E  
Deputy/Assistant/Senior Assistant/City Attorney  
City of Livermore

APPROVED AS TO FORM:

DocuSigned by:



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City Attorney  
City of Pleasanton

Confirmation of City of Livermore as financial agent for the Community Monitor Committee.

I, Marianna A. Burch, City Manager of the City of Livermore, affirm the City of Livermore has agreed to manage funds for the Community Monitor Committee as shown in the letter agreement dated July 6, 2004, attached as Exhibit "C" to this Agreement

Dated:

Signed by:

*Marianna A. Burch*

9529DE8D0B14447...  
City Manager

9/26/2025 | 3:14 PM PDT

APPROVED AS TO FORM:

Signed by:

*Molly A. O'Toole*

8C094721F53540E...

Deputy/Assistant/Senior Assistant/City Attorney

DS

*JS*

Attachments:

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C – July 6, 2004, letter authorizing the City of Livermore to act as the financial agent for the Community Monitor Committee

# Cost Proposal

## SCOPE OF WORK AND FEES

Langan's involvement in the project for 17 years enables us to understand the Community Monitor role and the technical and practical compliance support the Community Monitoring Committee requires. We can estimate our proposed fees much more accurately and is consistent with the budget of the previous contracts. The Scope of Work described in the RFP are abbreviated as noted in the table on the next page. While many of the tasks have an estimated number of hours to perform the services, based on our prior experience, we have also provided lump sum budgets to routine tasks (for example: annual report preparation). Certain tasks are inherently part of the project scope and will be performed at no additional cost. For example, Task 4 (serve as primary liaison with WMAC and agencies) has no specific number of hours allotted but is part of the role of the Community Monitor, Tasks 3 and 8.

Based on our prior experience, we understand that some of the work is driven by events such as severe weather, an issue raised by an agency, a compliance monitoring and reporting requirement change, etc. The annual budget is anticipated to cover such work (for example, Five-year review of the Solid Waste Facility Permit) that is performed once or twice during the contract term. Our fees will be reflective of the actual time and materials expended. Our proposed budget reflects an increase from the budget of the previous contract based on our experience during the 2020 to 2025 contract period. The landfill continues to expand operational areas which generate more reports and data to review and requires additional time to observe and track. The proposed budget is sufficient to comprehensively serve the Community Monitor Committee.

The tasks and budget below do not include hours and costs that may be needed if a 'substantial noncompliance' event occurs, as described in Settlement Agreement Sections 5.3.3 and 5.7.6. We understand that this would be treated as an extra cost, limited to 20% of the value of our bid for Community Monitor Services.

# Cost Proposal

## EXHIBIT A

**Proposed Budget  
Time and Materials Cost  
RFP 25-372585**

| Task No.                  | Staff Last Name                                                                                                                 | Shipman         | Patil     | Stafford   | Rollo      | Expense | Lumpsum \$ | Langan Total | Hill            | Brownsey  | Guo       | Teller    | Expense | ESA Subtotal | ESA Total (10% Markup) | Total Hours      | Total Cost |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------|------------|------------|---------|------------|--------------|-----------------|-----------|-----------|-----------|---------|--------------|------------------------|------------------|------------|
| Task Name                 | Hourly Rate                                                                                                                     | \$300           | \$275     | \$185      | \$150      | \$225   |            |              | \$202           | \$276     | \$189     | \$189     | \$120   |              |                        |                  |            |
| 1                         | Review submitted reports, documents and data.                                                                                   | 4               | 12        | 20         | 30         |         |            | \$12,700     | 4               | 12        | 16        | 16        |         | \$10,168     | \$11,185               | 84               | \$23,885   |
| 2                         | Directly lead and oversee inspections and report preparation.                                                                   |                 | 4         | 4          | 12         |         |            | \$3,640      | 4               |           |           |           |         | \$808        | \$889                  | 12               | \$4,529    |
| 3                         | Present reports and findings to the CMC.                                                                                        | 2               | 12        | 16         | 16         | 4       |            | \$10,160     | 6               | 6         | 6         |           |         | \$4,002      | \$4,402                | 48               | \$14,562   |
| 4                         | Serve as the primary liaison with WMAC and agencies.                                                                            |                 |           |            |            |         |            | \$0          |                 |           |           |           |         | \$0          | \$0                    | 0                | \$0        |
| 5                         | Review all documents submitted to the County re CUP, compliance reviews, and midcapacity Compliance Review.                     | 2               | 4         | 10         | 36         |         |            | \$8,950      |                 | 2         | 2         |           |         | \$930        | \$1,023                | 20               | \$9,973    |
| 6                         | Review and evaluate information re variance or declassified waste. (Class II soil file reviews included)                        |                 |           |            | 16         |         |            | \$2,400      |                 |           |           |           |         | \$0          | \$0                    | 0                | \$2,400    |
| 7                         | Review all other reports, documents and data regarding ALRRF compliance.                                                        |                 | 4         | 6          | 12         |         |            | \$4,010      | 1               | 2         | 2         |           |         | \$1,132      | \$1,245                | 15               | \$5,255    |
| 8                         | Prepare agendas and minutes, and other preparation, for all CMC meetings.                                                       | 2               | 4         | 12         | 48         |         |            | \$11,120     |                 | 2         | 2         |           |         | \$930        | \$1,023                | 22               | \$12,143   |
| 9                         | Provide oral presentation(s) to CMC regarding progress on Scope of Work.                                                        |                 | 4         | 6          | 6          |         |            | \$3,110      |                 |           |           |           |         | \$0          | \$0                    | 10               | \$3,110    |
| 10                        | Issue a written Annual Report.                                                                                                  |                 |           |            |            |         | 8,000      | \$8,000      |                 |           |           |           |         | \$0          | \$1,200                | 0                | \$9,200    |
| 11                        | Notify the CMC if noncompliance is reasonably suspected. If substantial, notify WMAC and the LEA.                               |                 | 2         | 4          |            |         |            | \$1,290      | 2               |           |           |           |         | \$404        | \$444                  | 8                | \$1,734    |
| 12a                       | Review all data for proposed variance or declassified waste.                                                                    |                 | 2         | 4          | 10         |         |            | \$2,790      |                 |           |           |           |         | \$0          | \$0                    | 6                | \$2,790    |
| 12b                       | Review inspection reports by LEA and other agencies; target inspections to other issues.                                        |                 | 2         | 6          | 12         |         |            | \$3,460      |                 |           |           |           |         | \$0          | \$0                    | 8                | \$3,460    |
| 13a                       | Inspect ALRRF 12x / year, including 4 unannounced and 3 off hours inspections.                                                  |                 |           |            | 85         | 12      |            | \$15,450     | 12              |           |           |           | 4       | \$2,904      | \$3,194                | 12               | \$18,644   |
| 13b                       | Accompany LEA on inspections 4 - 6 times per year.                                                                              |                 |           |            |            |         |            | \$0          |                 |           |           |           |         | \$0          | \$0                    | 0                | \$0        |
| 13c                       | If substantial noncompliance occurs, up to six (6) additional same-day inspections.                                             |                 |           |            |            |         |            | \$0          |                 |           |           |           |         | \$0          | \$0                    | 0                | \$0        |
| 14                        | Truck counts: minimum of 2 per year at entrance (up to 6 in response to discrepancy) for compliance with CUP traffic condition. |                 |           | 18         |            | 8       |            | \$5,130      |                 |           |           |           |         | \$0          | \$0                    | 18               | \$5,130    |
| 15                        | Report to CMC, which oversees work and expenses.                                                                                |                 |           |            |            |         |            | \$0          |                 |           |           |           |         | \$0          | \$0                    | 0                | \$0        |
| 16                        | Contact EPA inspector(s) annually.                                                                                              |                 | 2         |            |            |         |            | \$550        |                 |           |           |           |         | \$0          | \$0                    | 2                | \$550      |
| <b>Total Annual Hours</b> |                                                                                                                                 | <b>10</b>       | <b>52</b> | <b>106</b> | <b>283</b> |         |            |              | <b>29</b>       | <b>24</b> | <b>28</b> | <b>16</b> |         |              |                        |                  |            |
| <b>Total Annual Cost</b>  |                                                                                                                                 | <b>\$92,800</b> |           |            |            |         |            |              | <b>\$24,700</b> |           |           |           |         |              |                        | <b>\$118,000</b> |            |

# Cost Proposal

## SCHEDULE OF FEES AND CONDITIONS

Effective 1 January 2025

| BILLING CATEGORY                      | HOURLY BILLING RATE |
|---------------------------------------|---------------------|
| Technician                            | 140                 |
| Staff Personnel                       | 150                 |
| Senior Staff Personnel                | 165                 |
| Project Personnel                     | 185                 |
| Senior Project Personnel              | 220                 |
| Associate / Senior Associate          | 275                 |
| Associate Principal / Principal       | 300                 |
| Senior Principal / Managing Principal | 325                 |
| Sr. Consultant                        | 300                 |

- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
- Litigation-related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one-half day and a minimum of 8 hours for services over 4 hours.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

### CONSULTANT EQUIPMENT RENTAL RATES

Automobiles, Vans, and Small Trucks (travel time plus time on site) \$26.25 per hour/\$220 per day. Nuclear Moisture-Density Gauge \$16.20 per hour

### COMPUTER SERVICES

Our in-house computer usage is billed on a time used basis at the following rates:

|                                         | Rate per Hour |
|-----------------------------------------|---------------|
| CADD, GIS and Terrain Modeling Programs | \$30          |
| Engineering Programs/Digitizing         | \$25          |

### SURVEYING SERVICES

See survey-specific Schedule of Fees and Conditions

### SUBCONTRACTOR/SUBCONSULTANT COSTS

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 10%.

### REIMBURSABLE EXPENSES

#### PROFESSIONAL LIABILITY AND RELATED INSURANCE

A surcharge of 4% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

### IN-HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$10.00 per box per month.

### HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. PID's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

### OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates.

### PREVAILING WAGE

If applicable, prevailing wage premium will be added to the rates stated above.

### TERMS

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

## EXHIBIT B

## INSURANCE REQUIREMENTS

**Scope and Limits of Insurance**

Consultant/Contractor shall maintain limits of:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:  
**\$2,000,000** per occurrence/**\$4,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:  
**\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:  
Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease/policy limit. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."
4. Professional Liability/Errors and Omissions:  
**\$1,000,000** per claim and in the aggregate. Consultant/Contractor evidences that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

**Deductibles and Self-Insured Retention**

All self-insured retentions (SIR) must be disclosed to Risk Management for reasonable approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-VII and authorized to do business in the State of California, unless otherwise acceptable to the City of Livermore.

**Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

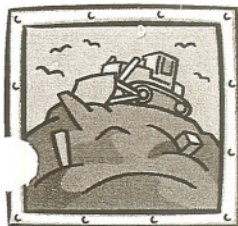
1. The City of Livermore and the City of Pleasanton, their officers, officials, employees, and designated volunteers, are to be covered as additional insureds as respects: liability to activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore and to the City of Pleasanton, their officers, officials, employees, or volunteers.

**EXHIBIT B**

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as an additional insured.
3. Any failure to comply with reporting or other provisions of the policy, including severability of interests, shall not affect coverage provided to the City of Livermore and to the City of Pleasanton, their offices, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550 and City of Pleasanton, P.O. Box 520, Pleasanton, CA 94566.

**Verification of Coverage**

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) required herein effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. In the event of a claim, specifically relating to the services of this Agreement, the City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.



# COMMUNITY MONITOR COMMITTEE

## *Altamont Settlement Agreement*

*David Darlington*  
*Chair*  
*City of Livermore*

July 6, 2004

*Matt Morrison*  
*Vice-Chair*  
*Sierra Club*

Linda Barton, City Manager  
City of Livermore  
1052 South Livermore Avenue  
Livermore, CA 94550

Re: Managing Funds for the Community Monitor Committee

*John Hanscom*  
*Member*  
*NCRA*

Dear Ms. Barton:

The Community Monitor Committee requests that the City of Livermore manage the funds for the Committee.

*Mark Wilson*  
*Member*  
*City of Pleasanton*

As background, in 1999 the Community Monitor Committee was created by the Altamont Settlement Agreement. Section 5 of the Agreement sets forth the composition of the Committee; its responsibilities; and the selection, compensation, qualifications, and scope of work of the Community Monitor. There are four voting members: one appointed by the Livermore City Council; one appointed by the Pleasanton City Council; one appointed by the Northern California Recycling Association; and one appointed by the Sierra Club. The Community Monitor will be a technical expert who will monitor the Altamont Landfill and Resource Recovery Facility's (ALRRF) compliance with environmental laws and advise the Cities of Livermore and Pleasanton about environmental and technical issues relating to the operation of the ALRRF. A copy of the first page and Section 5 of the Agreement are attached for your information.

*Jacque Delgadillo*  
*Liaison*

The role of the Community Monitor Committee is to hire and supervise the Community Monitor. Waste Management pays the cost of the Community Monitor, and we anticipate the amount to involve between \$50,000 to \$100,000 each year.

The Committee is not in a position to manage this amount of money directly, and therefore requests assistance from the City. Jacque Delgadillo of the Public Services Department is the staff support person for our Committee, and would be the City staff contact for this issue.

The Agreement provides that the Community Monitor provide detailed invoices for work performed and associated expenses on a monthly basis, to both the

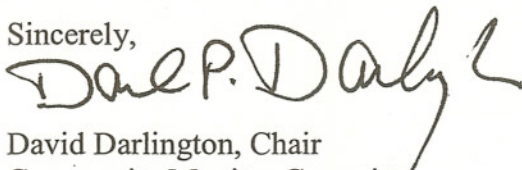
Committee and to Waste Management. Waste Management must pay these invoices to the Committee within 45 days of receipt. (Section 5.3.1) And, presumably, the Committee then pays the Community Monitor. The Committee may also be receiving monies from Waste Management as reimbursement for its own reasonable overhead business expenses, as authorized by Section 5.3.2. It is the financial management of these transactions that the Committee is requesting.

After discussion with a representative of your Finance Department, we understand that a Community Monitor Committee account could be established in the City's Fund 910 ("Agency funds"). We understand that the City is not responsible for paying any interest. We also agree that the City may withdraw up to 2% per year for its costs in the financial management of the account.

The process we anticipate is that Waste Management would send funds directly to the City for the Fund 910 account. Payments from the account (either for the Community Monitor and/or for expenses of the Committee) would be paid out based on the written request and authorization from (1) the Public Services Director or the City staff liaison person and (2) either the Chair or Vice-Chair of the Committee.

Would you indicate your concurrence with this proposal by signing below and returning a copy of this letter to us for our records?

Sincerely,



David Darlington, Chair  
Community Monitor Committee

(Based upon Committee vote taken May 25, 2004)

Attachment:

Excerpts from Altamont Settlement Agreement: pages 1, 2, and 7-12.

The City of Livermore is willing to undertake the financial management for the Community Monitor Committee as described in this letter.



Linda Barton, City Manager

1-12-04

Date

cc: Monica Potter, Finance Director, City of Livermore  
Dan McIntyre, Public Services Director  
Evan Levy, Financial Services Manager, City of Livermore  
Judith A. Robbins, Special Counsel, City Attorney's Office  
Ken Lewis, District Manager, Altamont Landfill and Resource Recovery Facility