

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is between the Community Monitor Committee (Committee or CMC) and Environmental Services Associates (Consultant).

RECITALS

A. The Community Monitor Committee was established by a Settlement Agreement, dated November 30, 1999, 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. (Settlement Agreement). As required in the Settlement Agreement (Section 5.1), the Committee is comprised of one member each from the City of Livermore, City of Pleasanton, Sierra Club, and the Northern California Recycling Association.

B. The City of Livermore is providing staff support to the Committee and, pursuant to a letter agreement dated July 6, 2004, the City of Livermore acts as the financial agent for the Committee. (A copy of that letter is attached here as Exhibit 3.)

C. The Settlement Agreement contemplates the hiring of a Community Monitor, a technical expert to monitor the Altamont Landfill and Resource Recovery Facility (ALRRF)'s 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. (Settlement Agreement Section 5.)

D. Under Settlement Agreement Section 5.1.2, the Committee is responsible for:

- (1) interviewing, retaining, supervising the work and overseeing the payment of, and terminating the contract of the Community Monitor;
- (2) reviewing all reports and written information prepared by the Community Monitor; and
- (3) participating in the Five Year Compliance Reviews and the Mid-Capacity Compliance Review.

E. The Committee has selected Environmental Services Associates. (Consultant) as the Community Monitor. Consultant possesses distinct professional skills necessary to perform the services described in the Agreement. This Agreement is intended to memorialize the agreement, including the Scope of Work (Exhibit 1), between the Committee and the Consultant.

NOW, THEREFORE, The Committee and Consultant agree as follows:

1. Independent Contractor Status: Consultant is an independent contractor and has control over the means and methods of performing the services contemplated by this Agreement. Consultant understands that its services are being offered as an independent contractor. Nothing in the Agreement shall in any way be construed to mean that Consultant or any of its agents or employees are agents, employees, or representatives of the Committee.

2. Services to be Provided: Consultant shall provide the services listed in

Exhibit 1. The Committee may revise the scope of services from time to time, with a corresponding adjustment to compensation if necessary. Any revision shall be in writing as an amendment to this Agreement, signed by both parties.

Consultant shall be ready and able to begin to perform services required by this Agreement immediately upon its execution and shall perform such services diligently until the termination of the Agreement. Consultant shall make a reasonable effort to complete the tasks described above in a timely manner.

Upon written request of the Committee, Consultant shall submit to the Committee a report listing work in progress, charges incurred to date, and anticipated estimated completion costs.

Consultant shall maintain adequate records and documentation to substantiate all charges for services provided in the performance of the Agreement, including, but not limited to, hours worked, materials used, and expenses incurred. Consultant shall provide copies of these records and documentation if they are requested by the Committee or any of the other signatories to the Settlement Agreement.

Consultant shall maintain records and documents related to the performance of this Agreement, and shall allow the Committee or any other signatory to the Settlement Agreement access to such records, upon request, for a period of three years from the date of the Agreement's termination.

3. Assignment: During the term of this Agreement and following its completion or termination for any reason, neither the Committee nor Consultant shall assign this contract, any portion of it, or any right, claim, duty or obligation under it without the express written approval of the other party.

4. Term: The term of this Agreement is from the date the agreement is approved by a majority vote of the Community Monitor Committee to December 31, 2010, with the allowance for (one) 1 three-year extension with unanimous approval from the Committee at a Community Monitor meeting.

5. Termination: The Committee and Consultant agree that the Committee may terminate this Agreement at any time before the normal expiration of the term by giving 30 days written notice. Upon termination of the Agreement, Consultant shall surrender all documents, and other pertinent information created by the Consultant in performance of this Agreement to the Committee.

6. Confidentiality: Consultant shall not disclose or make use of confidential or proprietary information or knowledge, which may be disclosed to the Consultant, directly or indirectly, in the course of any performance under this Agreement. This Section survives termination of this Agreement.

7. Payment and Expenses:

A. Consultant shall submit an invoice electronically to the City of Livermore's designated staff and Waste Management of Alameda County Inc. simultaneously on a monthly basis for services rendered in the previous month, and at the rates set forth in

the Schedule of Fees, attached as Exhibit 2.

The total of all invoices for work conducted in year 1 of the work shall not exceed \$85,000. The total of all invoices for work conducted in subsequent years of the work shall not exceed \$85,000 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 (e.g., the CPI escalator for 2007). The CPI escalator can be ordered through the Department of Labor, Bureau of Labor Statistics fax-on-demand service at 415-975-4567, code 9240.

B. For each invoice submitted by Consultant to Waste Management of Alameda County, Inc., upon the City of Livermore's receipt of payment (whether in part or in full) of such invoice from Waste Management of Alameda County, Inc., the City of Livermore will pay the Consultant such amount it has received in a timely manner. The Consultant agrees that in the event of partial or full non-payment of any invoice by Waste Management of Alameda County, Inc., the Consultant will not seek payment from the Committee or any signatory to the Settlement Agreement other than Waste Management of Alameda County, Inc. If Waste Management of Alameda County Inc. has an objection to any of the services referenced in the invoice, Waste Management of Alameda County, Inc, may bring the objection to the attention of the Committee at the next Committee meeting. Waste Management of Alameda County Inc. will, however, pay the balance of the invoice to which it has no objection pursuant to Section 5.3.1 of the Settlement Agreement references in Recitals Section A.

C. Payments prescribed in this Agreement shall constitute all compensation to Consultant for all costs of its services, including, but not limited to, direct costs of labor of employees engaged by Consultant, including Consultant, travel expenses, telephone charges, typing, duplication, and any and all other costs, expenses, and charges incurred by Consultant, his agents and employees in carrying out its duties under this Agreement. Consultant shall be solely responsible for payment of its taxes, social security, and all expenses incurred in connection with this Agreement.

D. All amounts are due net 45 days from Consultant's submittal of the invoice. Failure to pay any amounts overdue for 30 days or more, except as provided in Section 7b., shall constitute a material breach of this Agreement and shall constitute sufficient grounds for the Consultant to cease all work under this Agreement.

8. Economic Disclosure/Conflict of Interest. Upon determination by the Committee that the services provided under this Agreement are of the type that make Consultant subject to the Economic Disclosure/Conflict of Interest reporting requirements of the Political Reform Act, Consultant shall complete Economic Disclosure Statements as directed by the Committee.

9. Hold Harmless: Consultant agrees to defend, indemnify and hold the Committee, the cities of Livermore and Pleasanton as well as the elected officials, officers, directors and employees of the cities of Livermore and Pleasanton, as well as the Sierra Club and the Northern California Recycling Association harmless from and against any and all loss, liability, damage, including reasonable attorneys' fees and/or court costs, but only to the extent arising out of the negligent performance of this contract by Consultant.

10. Consultant's Responsibility: It is understood and agreed that Consultant has the professional skills necessary to perform the services agreed to be provided and that the Committee relies upon the professional skills of Consultant to do and provide its services in a skillful and professional manner consistent with the applicable professional standard of care for Consultant's profession, and Consultant agrees to so provide its services.

Acceptance by the Committee of the services provided under this Agreement does not operate as a release of Consultant from such professional responsibility. It is further understood and agreed that the Consultant has reviewed in detail the scope of services to be provided and that Consultant agrees in its professional judgment said services can and shall be provided at the rate set forth in this Agreement.

11. Insurance Requirements For Consultants: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- b. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Errors and Omissions Liability Insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- a. General Liability, including operations, products and completed operations, as applicable: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- d. Errors and Omissions Liability: \$1,000,000 per claim/annual aggregate.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the Committee. At the option of the Committee, either: the insurer shall reduce

or eliminate such deductibles or self-insured retention as respects the Committee; or the Consultant shall provide a financial guarantee satisfactory to the Committee guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

- a. The Committee is to be covered as insured as respects: general liability arising out of activities performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Committee its officers, officials, employees or volunteers.
- b. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Committee, its officers, officials, and employees. Any insurance or self-insurance maintained by the Committee its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the Committee its officers, officials, employees or volunteers.
- d. The Consultant'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.
- e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by Consultant, except after 30 days' prior written notice (except 10 days' notice for nonpayment of premiums) has been given to the Committee.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: V, unless otherwise acceptable to the Committee.

Verification of Coverage

Consultant shall furnish Committee with certificates of insurance and endorsement(s) effecting coverage to the Committee for approval. The endorsements shall be on forms acceptable to the Committee. All certificates and endorsements are to be received and approved by the Committee before work commences. The Committee reserves the right to require complete, certified copies of all insurance policies required by this section.

12. Notices: Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent of the Committee or upon Consultant, respectively, or by mailing the notice via U.S. Mail to:

Dan McIntyre
Public Works Department
City of Livermore
3500 Robertson Park Road
Livermore, CA 94550

Kelly Runyon
Environmental Services Associates
Senior Engineer
225 Bush Street, Suite 1700
San Francisco, CA 94104

Marj Leider
City of Livermore
1152 South Livermore Avenue
Livermore, CA 94550

Cindy McGovern
City of Pleasanton
124 Main Street
Pleasanton, CA 94566

13. Signatures:

CONSULTANT
Environmental Services Associates
By: _____
Gregory A. Thornton
Environmental Services Associates
Chief Financial Officer
225 Bush Street, Suite 1700
San Francisco, CA 94104
415/896-5900

Dated: _____

Federal I.D. No.

COMMUNITY MONITOR COMMITTEE
By: _____
Marjorie Leider, City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Dated: _____

By: _____
Cindy McGovern, City of Pleasanton
123 Main Street
Pleasanton, CA 94566
Dated: _____

By: _____
Arthur Boone, Northern California
Recycling Association
PO Box 22452
Oakland, CA 94609
Dated: _____

By: _____
Donna Cabanne, Sierra Club

Dated: _____

Approval of the Agreement made by the Committee on _____, as shown in the minutes of that meeting.

APPROVED AS TO FORM

APPROVED AS TO FORM:

Michael Roush Amara
City Attorney Special
City of Pleasanton City

Morrison
Counsel
of Livermore

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

I, Linda Barton, am the City Manager of the City of Livermore. I affirm that 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 3 to this Agreement.

Linda Barton, City Manager

Dated: _____

ATTACHMENTS:

- Exhibit 1: Scope of Work
- Exhibit 2: Schedule of Fees
- Exhibit 3: July 6, 2004 letter authorizing the City of Livermore to act as the financial agent for the Community Monitor Committee

Exhibit 1 – Community Monitor Scope of Services

Task Group 1: Start-Up

1.1 Review documents on file with the Community Monitor Committee (CMC) to determine if other background information is needed. Review Joint Technical Document, Mitigation Monitoring Plan, and other background information. Meet with Waste Management of Alameda County (WMAC) and tour Altamont Landfill and Resource Recovery Facility (ALRRF) site. [Task proposed by ESA team]

1.2 Establish web site to be used as a publicly available repository for electronic documents; post electronic documents as directed by the CMC, up to 1000 MB total document storage space. Provide a link from the web site to each posted document. [Task proposed in concept by CMC during selection interview]

Task Group 2: Broad Review of Documents

2.1 Review all reports, documents, and data, which WMAC is required to submit to the County or any other regulatory agency pursuant to the Settlement Agreement or the terms of WMAC's permits and approvals for the ALRRF. Material to be reviewed includes, but is not limited to, the documents listed in the ALRRF Solid Waste Facility Permit, and the Summary of Regulating Agencies document included in the 2007 Request for Proposals issued by the Community Monitoring Committee on August 30, 2007. [RFP Scope Item 1]

2.2 Review all documents submitted to the County in connection with the Conditional Use Permit (CUP), any compliance reviews, and the CUP Mid-Capacity Compliance Review to be conducted pursuant to the Settlement Agreement. [RFP Scope Item 5]

2.3 Review all other reports, documents, and data regarding the ALRRF's compliance with applicable environmental laws and regulations. [RFP Scope Item 7]

Task Group 3: Reports, Findings, Meetings, Notification

3.1 Present reports and findings to the CMC. [RFP Scope Item 3]

3.2 Prepare meeting agendas and minutes for all CMC meetings, reserve and set up the meeting room, provide the required materials for CMC Members in a timely fashion, and provide other support as necessary. CMC meetings will be scheduled bi-monthly, or as otherwise directed by the CMC. [RFP Scope Item 8]

3.3 Advise the CMC, as requested by the CMC, via a brief oral presentation (approximately 15-20 minutes) accompanied by a written executive summary regarding progress on execution of the scope of work. Provide the CMC with an electronic version of any written materials that are associated with the presentations at least two weeks before the CMC meeting. [RFP Scope Item 9]

3.4 Issue a written report no later than the end of the contract period each year summarizing the CM's activities and the ALRRF's compliance record with respect to all applicable environmental laws and regulations including an oral presentation to the CMC of no longer than one hour. [RFP Scope Item 10]

3.5 Notify the CMC if the CM reasonably suspects that there is any noncompliance with environmental laws and regulations, or with the agreement, or with the conditions of any permit or approval for the operations of the ALRRF. If noncompliance involving a substantial environmental or health risk is suspected, immediately notify WMAC and the LEA of such suspected substantial noncompliance. [RFP Scope Item 11]

Task Group 4: Focused Technical Review

4.1 Review and evaluate all testing data and source information as provided in Exhibit "A" of the Settlement Agreement, to determine acceptability of variance waste (e.g., material that requires a variance from the then existing permit conditions) or declassified waste (see Title 22, 66260.200). Such notice, data, and information shall be provided to the CM by WMAC within 48 hours after receipt by WMAC, and no fewer than ten (10) days prior to any acceptance at ALRRF of such material. [RFP Scope Item 6]

4.2 Review all testing data (except contaminated soil projects of less than 10 cubic yards - Condition No. 2.3) and source information submitted to WMAC as provided in Attachment C (Exhibit "A" - Condition No. 2) with regard to any proposed acceptance at the ALRRF for any use or disposal of material that requires a variance from the then existing permit conditions at ALRRF in order to be accepted there or is a hazardous waste that has been declassified or is proposed to be declassified for purposes of acceptance at ALRRF ("declassified waste" per Title 22, 66261.200). Review the propriety of such receipt of material under all applicable laws and regulations and, as necessary, notify or consult with any appropriate regulatory agency regarding such action. [RFP Scope Item 12a]

Task Group 5: Inspections and Observations

5.1 Directly lead and oversee all inspections and report preparations described in this Scope of Work. [RFP Scope Item 2]

5.2 Review the inspection reports of the regulatory agencies and target inspections accordingly to issues that are not covered by those inspection reports. [RFP Scope Item 12b]

5.3 Inspect the ALRRF twelve (12) times during each contract year for compliance with permits or any applicable environmental laws or regulations, including at least 3 (three) off hour inspections. Such inspections shall occur upon prior or simultaneous telephonic or personal notice to WMAC. Whether the notice given is prior or simultaneous shall be at the sole discretion of the CM. WMAC is required to provide the CM the appropriate contact(s) and telephone number(s) for notice of the visit. WMAC

has the right to have a representative accompany the CM on any such inspection. Within two weeks of beginning work, send to WMAC a list of the name(s) and contact information for its personnel who will conduct all inspections during the term of the contract. [RFP Scope Item 13a]

5.4 At the direction of the CMC, accompany the LEA inspector on their visits to and inspections of the facility. The LEA inspector shall retain control of the inspection, and the CM shall not interfere with the work of the LEA inspector. The LEA is required to provide reasonable notice to the CM of its regular and other inspections of ALRRF and allow the CM to accompany its inspector(s) on any such inspections. In the case of impromptu inspections, telephonic notice to the CM, including the leaving of a telephone message, shall constitute reasonable notice. Anticipate 4-6 visits annually with LEA inspector. [RFP Scope Item 13b]

5.5 The CM shall conduct up to 12 independent counts of trucks arriving at the ALRRF during the time period indicated by the CMC, with such monitoring to be done at or outside the entrance gate to the ALRRF. The truck counts shall be conducted, at a minimum, to determine compliance with the 50 total refuse truck trips per hour limitation during the hours of 6:45 a.m. to 8:45 a.m. and the 10 total refuse truck trips per hour limitation during the hours of 4:30 p.m. to 5:30 p.m. [RFP Scope Item 14]

Task Group 6: Liaison with CMC and Third Parties

6.1 Serve as the primary CMC liaison with WMAC and regulatory agencies. [RFP Scope Item 4]

6.2 Report to the CMC, and the CMC shall provide reasonable oversight and supervision of the CM's work and expenses. [RFP Scope Item 15]

6.3 Contact the EPA inspectors at least once annually to determine if the EPA has any regulatory compliance issues regarding with the ALRRF that would be of interest to the CM. [RFP Scope Item 16]

Optional Task At Additional Cost

5.6 Conduct up to six (6) additional same day inspections per calendar year, if, in the conduct of the CM's duties, the CM reasonably determines that the ALRRF is in substantial noncompliance with any environmental law or regulations, the substantial noncompliance is reported to the applicable regulatory agency, and the regulatory agency determines that there is a substantial noncompliance problem. Such additional inspections, if authorized by the CMC, will qualify for additional compensation to the CM, up to an additional twenty percent (20%) beyond the annual contract amount. The CM shall immediately notify and obtain pre-approval from the CMC to perform these inspections. [RFP Scope Item 13c]

EXHIBIT 2 - SCHEDULE OF FEES

Rate Sheets

Attached are standard rate sheets for ESA (prime contractor) and Treadwell and Rollo (subcontractor).

Rates for Specified Individuals

The tables below show the rates for ESA staff, and for Treadwell and Rollo staff, who are specified as participants in this project. The rates for Treadwell and Rollo staff include the 15% markup that ESA applies to subcontractor's fees, as described in the ESA standard rate sheet.

ESA staff

Robert Vranka	\$160.00
Kelly Runyon	\$145.00
Jennifer Garrison	\$125.00
Adam Lenz	\$90.00

Treadwell and Rollo staff

Dean Iwasa	\$224.25
Glenn Leong	\$218.50
Linda Liang	\$161.00
Eric Morita	\$143.25

ENVIRONMENTAL SCIENCE ASSOCIATES & SUBSIDIARIES
2007 SCHEDULE OF FEES

I. Personnel Category Rates

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

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

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

II. ESA Expenses

A. Travel Expenses

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

B. Communications Fee

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

C. Printing/Reproduction Rates

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

D. Equipment Rates

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

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

^b GIS computer time will be charged at \$15.00 per hour.

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

^d GIS Web Maps will be charge in \$200 per unit of disk space.

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

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

2007 Schedule of Charges

TREADWELL & ROLLO, INC.

Exhibit A

This Schedule of Charges is incorporated in the Professional Services Agreement of Treadwell & Rollo, Inc. ("T&R") to which it is attached (the "Agreement"). Charges for personnel, outside services, materials and equipment, and T&R equipment shall be as follows:

Personnel Charges – Charges for T&R's personnel shall be at the hourly rates indicated.

<u>Personnel Category</u>	<u>Hourly Rate (\$)</u>		
Document Processing/Production	100	to	115
CAD Technician/Graphics/Senior Editor	100	to	115
GIS Specialist	100	to	115
Staff Engineer/Scientist	95	to	110
Senior Staff Engineer/Scientist/Technician	100	to	120
Project Engineer/Scientist	110	to	140
Senior Project Engineer/Scientist	135	to	170
Senior Engineer/Scientist	140	to	200
Senior Associate Engineer/Scientist	185	to	205
Principal Engineer/Scientist	230	to	300

T&R may augment in-house personnel with subconsultants. Hourly rates for subconsultants shall not exceed those for equivalent in-house personnel. Charges for personnel engaged in litigation support shall be at the rates shown above, except that a 4-hour per day minimum shall apply to any person being deposed or assisting in any deposition, and an 8-hour per day minimum shall apply to any person appearing in court as an expert witness or consultant.

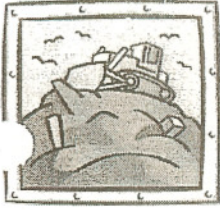
Outside Services, Materials and Equipment Charges – Charges for services, materials and equipment furnished by firms other than T&R shall be equal to 1.15 times the amounts charged T&R for such services, materials, and equipment. This charge includes T&R costs of (a) insurance on subcontracts relating to this Agreement, (b) administration of billing verification and approval, and (c) processing of payments in connection with such services, goods, and materials.

Equipment Rental – Charges for equipment owned by T&R are as follows:

Automobiles, Vans, and Small Trucks* (*travel time plus time on site)	\$16.50 per hour
Nuclear Moisture-Density Gauge	\$12.50 per hour
Special Computer or Analytical Software Usage	\$30.00 per hour

Rates for other equipment, such as geotechnical field instrumentation equipment, geophysical exploration equipment, water resources and quality equipment, special exploration support vehicles and equipment, seismology equipment, and geology equipment may be obtained upon request.

Revision of Charges – The charges provided for in the foregoing provisions may be revised annually by T&R.



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

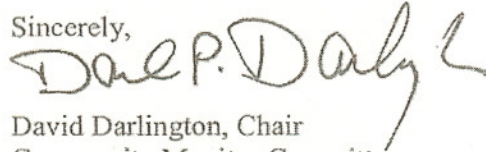
Committee and to Waste Management. Waste Management must pay these invoices to the Committee within 45 days of receipt. (Section 5.3.1) And, presumably, the Committee then pays the Community Monitor. The Committee may also be receiving monies from Waste Management as reimbursement for its own reasonable 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

7-12-04

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