

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources *SKH*

BOARD AGENDA # *B-2

Urgent Routine

AGENDA DATE November 10, 2009

CEO Concurs with Recommendation YES NO
(Information Attached) *ONT*

4/5 Vote Required YES NO

SUBJECT:

Authorization to Enter into an Agreement with HDR Engineering, Inc., for Professional Services Related to the Stanislaus Waste-to-Energy Facility

STAFF RECOMMENDATIONS:

Authorize the Director of the Department of Environmental Resources, or her designee, to enter into a six (6) year Agreement with HDR Engineering, Inc., for professional services related to the Stanislaus Waste-to-Energy Facility, at a total cost not to exceed \$105,355 over the life of the Agreement.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. Funding for the engineering services will be derived from Waste-to-Energy tipping fees and energy revenues. An initial Agreement with HDR Engineering, Inc. (HDR), which will end on December 31, 2009, had an expenditure limit of \$150,000. Total charges to date on that contract are \$44,645, and the amount remaining is \$105,355. If the authorization is granted for the new six-year Agreement, only the remaining expenditure amount of \$105,355 will be carried forward to the new Agreement.

BOARD ACTION AS FOLLOWS:

No. 2009-762

On motion of Supervisor Grover, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Authorization to Enter into an Agreement with HDR Engineering, Inc., for Professional Services Related to the Stanislaus Waste-to-Energy Facility

DISCUSSION:

The County of Stanislaus and the City of Modesto (collectively referred to as the "Contracting Communities") share responsibility and contractual obligations pursuant to a Joint Powers Agreement regarding the operations and maintenance of the privately owned and operated Waste-to-Energy Facility (the "Facility"). The Facility was developed via a public-private partnership with Covanta Energy Corporation and is owned and operated by Covanta pursuant to the initial 20-year contract (the "Service Agreement"). The initial Service Agreement extends through January 1, 2010, and included an option to extend its provisions for an additional six (6) years. In May 2009, pursuant to Section 11.01 of the Service Agreement, the Contracting Communities exercised the option to extend the Service Agreement to January 1, 2016.

Covanta is obligated to operate the Facility in accordance with all permits and applicable regulations, achieve the contractual performance standards, and maintain the Facility in accordance with industry standards and good engineering practice. In this manner, the Contracting Communities rely on Covanta to provide reliable, environmentally sound solid waste management services at reasonable and predictable costs. In addition, the Contracting Communities rely on the Facility to provide waste disposal capacity and to maximize energy revenue that, in part, offsets the cost of the operation. It, therefore, is in the best interests of the Contracting Communities to monitor the Facility's performance and this is periodically done through the use of specialized engineering services. As an important component of Stanislaus County's solid waste management system, the long-term cost-effectiveness of the operation of the Facility is of vital interest to the Contracting Communities.

To fulfill the need for technical engineering services, the Contracting Communities entered into an agreement with HDR Engineering, Inc., following a competitive procurement process, for an initial term of June 1, 2006, through December 31, 2009. The Board of Supervisors and the Modesto City Council authorized this agreement on May 6, 2006.

As the Facility operations continue beyond 2010, the Contracting Communities will continue to have a need for professional engineering services in order to provide reasonable assurance that the mechanical condition of the Facility is such that it will continue to perform as required. Consequently, the Contracting Communities must obtain another complete mechanical evaluation of the Facility by December 31, 2015. In conjunction with this, the Contracting Communities may also need Service Agreement negotiation assistance to consider any transition from the current to a future Service Agreement.

Considering the familiarity that HDR has with the Facility and its specialized nature, its history of good service to the Contracting Communities, and the cost savings on the initial Agreement, staff recommends continuing the services of HDR for an additional six (6) years. County Counsel opined as to the need to develop a new agreement, rather than a contract extension, in order to utilize the County's new template for Professional

Authorization to Enter into an Agreement with HDR Engineering, Inc., for Professional Services Related to the Stanislaus Waste-to-Energy Facility

Design Services. The proposed Professional Design Services Agreement with HDR (Attachment "A") covers the two main services needed: Operating Condition Assessment and Service Agreement Negotiation Assistance, with a not to exceed limit of \$105,355.

The Modesto City Council will consider a similar agenda item on either November 10 or November 24, 2009. The executed Agreement will be between the County of Stanislaus, the City of Modesto, and HDR Engineering, Inc., for the term of January 1, 2010 through December 31, 2015.

POLICY ISSUE:

The Board should determine if entering into an Agreement with HDR Engineering, Inc., for professional services related to the Stanislaus Waste-to-Energy Facility is consistent with its priorities of a safe community, a healthy community, and a well-planned infrastructure system.

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Sonya K. Harrigfeld, Director. Telephone: 209-525-6770



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C,
Modesto, Ca 95358-9492
Phone: (209) 525-6700
Fax: (209) 525-6774

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, and the City of Modesto (collectively referred to as the "Contracting Communities") and HDR Engineering, Inc., hereinafter referred to as "Consultant".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Consultant shall provide the professional services described in Exhibit "A" attached hereto and incorporated herein by reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise Contracting Communities of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the Scope of Services and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.6. Non-Exclusive Agreement. Consultant acknowledges that Contracting Communities may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of Contracting Communities. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed One Hundred Five Thousand, Three Hundred Fifty-Five Dollars (\$105,355.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the Contracting Communities or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation

shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to Contracting Communities' Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to Contracting Communities sole satisfaction. Contracting Communities shall pay Consultant's invoice within forty-five (45) days from the date Contracting Communities receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to Contracting Communities or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after Contracting Communities delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by Contracting Communities as set forth in Exhibit "C", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays nor lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence January 1, 2010 and end on December 31, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The Contracting Communities reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the Contracting Communities.

4.3. Compensation. In the event of termination, Contracting Communities shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of Contracting Communities written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "B". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the Contracting Communities or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the Contracting Communities within ten (10) days of delivery of termination notice to Consultant, at no cost to Contracting Communities. Any use of uncompleted documents without specific written authorization from Consultant shall be at Contracting Communities sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

- (a) Comprehensive general liability, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used,

either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), per claim, in the aggregate, covering the negligent acts, errors, or omissions of Consultant in connection with the performance of Consultant's services. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the Contracting Communities and its officers, officials and employees as additional insureds regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the Contracting Communities, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by Contracting Communities. At the option of the Contracting Communities, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the Contracting Communities guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The Contracting Communities, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish Contracting Communities with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in Contracting Communities sole and absolute discretion, approved by Contracting Communities. Contracting Communities reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the Contracting Communities and Contracting Communities officers, officials and employees. Any insurance or self-insurance maintained by the Contracting Communities or Contracting Communities officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Contracting Communities or its officers, officials and employees. 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.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to Contracting Communities. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the Contracting Communities of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

5.10. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish Contracting Communities with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in Contracting Communities sole and absolute discretion, approved by Contracting Communities. Contracting Communities reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the Contracting Communities and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the Contracting Communities, its agents, employees, and representatives.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the Contracting Communities negligence. Consultant shall provide legal counsel reasonably acceptable to the Contracting Communities.

6.3. Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the Contracting Communities in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the Contracting Communities from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the Contracting Communities of any articles or services supplied under this agreement.

7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives: The Director of the Stanislaus County Department of Environmental Resources, or her designee, shall be the representative of Contracting Communities for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the Contracting Communities, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. Contracting Communities shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with Contracting Communities during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by Contracting Communities.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to Contracting Communities, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Rachel E. Davis, P.E.
- b. Lead/Manager: Andrew Cramer, P.E.

7.5. Removal of Personnel or Sub-Consultants: If the Contracting Communities, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the Contracting Communities.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County: Stanislaus County
Department of Environmental Resources
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Attn: Susan M. Garcia, C.P.M.

If to City: City of Modesto
P.O. Box 642
Modesto, CA 95353
Attn: Jocelyn Reed

If to Consultant: HDR Engineering, Inc.
8404 Indian Hills Drive
Sacramento, CA 95827
Attn: Dave Traeger

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without Contracting Communities prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of Contracting Communities consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of Contracting Communities. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

7.11. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of Contracting Communities. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the Contracting Communities. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to Contracting Communities all copyrights to such works. With the Contracting Communities prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.12. Reuse of Design Documents: Should the Contracting Communities desire to reuse the documents specified above and not use the services of the Consultant, then the Contracting Communities agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the Contracting Communities releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.13. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to Contracting Communities may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs Contracting Communities of such trade secret. The Contracting Communities will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The Contracting Communities shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.14. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the Contracting Communities representative, regarding any services rendered under this Agreement at no additional cost to Contracting Communities. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to Contracting Communities, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of Contracting Communities and to participate in any meeting required with regard to the correction.

7.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of Contracting Communities and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.18. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.19. Amendments: Only a written Amendment executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.20. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.21. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the

remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.22. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.23. **Corporate Authority:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so; the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

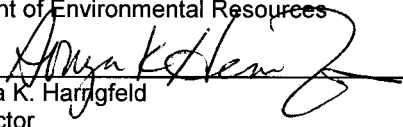

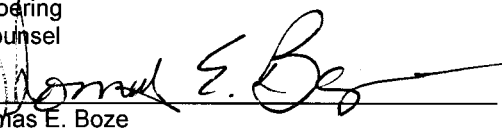
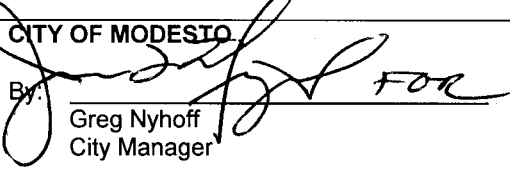
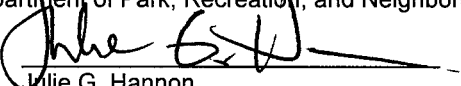
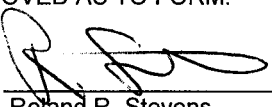
<p>COUNTY OF STANISLAUS Department of Environmental Resources</p> <p>By: <u></u> Sonya K. Harrigfeld Director</p> <p style="text-align: center;">"County"</p>	<p>HDR ENGINEERING, INC.</p> <p>By: <u></u> Name <u>TIMOTHY R. CHERKATT</u> Title <u>SLP</u> "Consultant"</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: <u></u> Thomas E. Boze Assistant County Counsel</p>	
<p>CITY OF MODESTO</p> <p>By: <u></u> FOR Greg Nyhoff City Manager</p> <p>APPROVED AS TO CONTENT: Department of Park, Recreation, and Neighborhood</p> <p>By: <u></u> Julie G. Hannon Director</p> <p>APPROVED AS TO FORM:</p> <p>By: <u></u> Roland R. Stevens Assistant City Attorney</p>	

EXHIBIT A

A. INTRODUCTION

The County of Stanislaus and the City of Modesto (collectively referred to as the "Contracting Communities"), share responsibility and contractual obligations, pursuant to their Joint Powers Agreement ("JPA Agreement"), regarding the operations and maintenance of a privately owned and operated waste-to-energy facility located in Stanislaus County, California (Stanislaus Waste-to-Energy Facility). That facility was developed via a public-private partnership with Covanta Stanislaus, Inc. ("Company") under a 20-year contract term ("Service Agreement").

Pursuant to the Service Agreement, the Company has an obligation to operate Stanislaus WTE Facility ("Facility") in accordance with all permits and applicable regulations, achieve the contractual performance standards and maintain the facilities in accordance with industry standards and good engineering practice. The Contracting Communities relies on the Company to fulfill this obligation to provide reliable, environmentally sound solid waste management services at reasonable and predictable costs.

The Service Agreement expires on January 1, 2010, but the Contracting Communities have provided the Company a timely notice with their intent to exercise the extension option of the Service Agreement to January 1, 2016, in the event that a new or amended Service Agreement could not be secured by December 31, 2010. Prior to considering any new or amended Service Agreement beyond 2016, the Contracting Communities need reasonable assurance that the Facility will continue to perform as required. In order to provide this assurance, the Consultant shall conduct a facility condition assessment. The Consultant shall assess the state of the Facility and identify maintenance issues that need to be addressed to preserve the asset value beyond the current term of the Service Agreement and to set an expected facility performance baseline for any future contract extension. If the Contracting Communities do not elect to extend the Service Agreement, the Contracting Communities have a range of options to consider in order to transition from the current to a future agreement.

The Contracting Communities rely on the Facility to provide waste disposal capacity and to maximize energy revenue that offsets the cost of the operation. Therefore, the Contracting Communities have the right to monitor the Facility's performance. The long-term cost-effective operation of the Facility, which is an important component of the solid waste management system, is of significant interest to the Contracting Communities.

B. FACILITY DESCRIPTION

Background

The Facility is a mass burn, solid waste disposal, resource recovery and electric generating facility built, owned and operated by Covanta Stanislaus, Inc. (formerly known as Ogden Martin Systems of Stanislaus, Inc.), a California corporation (the "Company"). The Facility was developed by the Company pursuant to a service agreement (the "Service Agreement") with the Contracting Communities. The Facility utilizes solid waste mass burn technology owned by Martin, GmbH, the rights to which in North America have been acquired by Covanta Energy Corporation. (formerly known as; Ogden Martin). Covanta Energy Corporation is a wholly owned, indirect subsidiary of Covanta Holding Company (formerly known as; Danielson Holding Corporation). The Company is a corporation organized and existing under the laws of the State of California and a wholly owned, subsidiary of Covanta Energy Corporation.

The Facility site is owned by the County and leased to the Company pursuant to a Facility Site Lease Agreement (the "Facility Site Lease"). The Facility is located in the southwest corner of the county near the community of Crows Landing, about 25 miles from Modesto. The Facility was substantially completed and commenced startup operations in August 1988 and performance testing began in December 1988. After a performance demonstration period, the Facility was effectively accepted by the Contracting Communities on January 10, 1989, as provided under the terms of the Service Agreement. Planned modifications to the Facility were made by the Company in 2001, pursuant to the provisions of the Service Agreement, to address the EPA Emissions Guidelines for Large MWC Facilities promulgated in 1997.

The Stanislaus Waste-To-Energy Financing Agency was established by the Contracting Communities pursuant to the Extended Joint Exercise of Power Agreement (the "JPA Agreement") on December 1, 1989, in accordance with the Governmental Code of the State of California Title 1, Division 7, Chapter 5, as amended and supplemented (the "Act"). Pursuant to the Act and the JPA Agreement, the Agency is a public entity separate from the Contracting Communities. The Agency's sole purpose is to provide for the financing and refinancing of the Facility. The Series 2000 Certificates (par \$58,780,000), tax-exempt variable rate revenue bonds, were issued to refinance a portion of the cost of the acquisition and construction of the Facility. The Agency prepaid the Series 2000 Certificates in full in December 2008, about a year before

maturity. Since the County was the operator of the landfill and the scale facilities, the responsibility for managing the billing of tipping fees and management of the collected monies was delegated to the County Treasurer. A separate account was established to manage these funds, which is currently known as the Resource Recovery Account, pursuant to the terms of the Service Agreement.

The Facility is an important component of the Contracting Communities' solid waste disposal system. The Facility generates steam, which is used to produce electricity for sale to Pacific Gas and Electric Company ("PG&E"), pursuant to a power purchase agreement (the "Energy Agreement") between the Company and PG&E. The gross electrical generation capacity of the Facility is 22.5 MW.

The Contracting Communities are obligated, pursuant to the Service Agreement, to deliver Acceptable Waste, not less than the Guaranteed Tonnage, to the Facility, in accordance with an agreed upon monthly delivery schedule and to pay the Service Fee, which includes debt service and operating costs less credits for Energy Revenues. Except in the event of Unforeseen Circumstances which prevents the Company's performance, the Company must dispose of Acceptable Waste up to the Guaranteed Tonnage (243,300 tons per year) either through the Facility or through an alternate method, including land filling. It is the intent of the Company and the Contracting Communities that the Company will process Acceptable Waste delivered to the Facility up to the available disposal capacity of the Facility, as provided in the Service Agreement.

Ferrous metals are recovered from the ash residue produced by the Facility and the revenues from the sale of recovered material are shared by the contracting parties. The ash residue and any excess or unprocessed waste are transported, under a private commercial contract, for disposal in the adjacent Fink Road Landfill (the "Landfill"). The Landfill is owned and operated by the County and currently contains two active disposal units: one Class II landfill for the ash residue and one Class III landfill for all other non-hazardous waste. The Class II landfill is expected to have capacity beyond the current Service Agreement term of January 1, 2010. If needed, the County has the resources to expand the landfill capacity of the Class III landfill, beyond January 1, 2010.

Facility Description

The Facility is comprised of two, independent; mass-burn, combustion units and air emissions control systems, a condensing turbine generator and associated ancillary equipment. The Facility is designed to process a maximum of 800 tons per day (tpd) of municipal solid waste (MSW) with an average higher heating value (HHV) of 5200 Btu per pound. Each combustion unit consists of:

- a proprietary Martin mass-burn grate system,
- an integrated furnace and Zum Industries waterwall boiler,
- automated combustion controls for carbon monoxide and hydrocarbon control,
- an ammonia injection (i.e., Thermal DeNOx, licensed by Exxon) for nitrogen oxide (NOx) control,
- a carbon injection system for mercury control
- a dry-flue gas scrubber for acid gas control,
- a Flakt baghouse type fabric filters for removal of particulates,
- a Martin ash discharge system and vibratory conveyor, and
- various ancillary equipment

The uncontrolled extraction-condensing turbine generator was manufactured by Elliott Turbomachinery Co. Inc. Electricity is produced for both in-house requirements and for sale to PG&E. The gross electrical generation capacity of the turbine is 22.5MW, 24.5 KVA at 13,800 volts. Approximately three MWs are consumed in-house for Facility operations.

C. SCOPE OF WORK

The Consultant shall perform professional and technical engineering services to prepare a facility condition assessment, provide periodic performance monitoring, and assist with contract negotiations of the Facility. The Consultant shall work closely with representatives of the Contracting Communities as well as, the Contracting Communities legal and financial consultants as may be required.

A more detailed description of the Scope of Work is provided below:

Task 1. End-of-Contract Operating Condition and Regulatory Review

Assess the physical and operating condition of the Facility and its ability to perform as anticipated through the term of an extension of the contract through January 1, 2016, and through the term of any extension of the contract beyond January 1, 2016. In addition, the Consultant shall review the environmental status of the Facility and compliance records to assess its ability to meet current regulatory requirements, pending regulatory changes, and reasonably foreseeable changes. The task shall include the review and evaluation of the following elements:

- ◆ Review of critical project agreements, permits and background information
- ◆ Review of existing facility operational data
- ◆ A thorough on-site inspection of current physical conditions and operations
- ◆ Operations and physical conditions comparison to similar waste-to-energy and solid waste facilities
- ◆ Review of current and expected regulatory guidelines that would affect the Facility
- ◆ Preparation of a report identifying deficiencies that must be corrected by the Company
- ◆ Preparation of a technical letter with findings and recommendations
- ◆ Assist the Contracting Communities in its enforcement of the existing permits and contract provisions relating to Facility condition
- ◆ Submit a draft and final report indicating findings and present these findings to the Contracting Communities

Consultant shall review existing documents that define the expected operating performance and compare operating performance requirements with operating records. Consultant shall visit the Facility site on a periodic basis, scheduling visits to coincide with outages or other notable events, where practical. Consultant shall perform site observations, inspections, data reviews and interview key Company staff.

During these periodic visits, Consultant shall conduct a two-day inspection of the Facility and review of the Company maintenance records. Prior to the inspection, the Consultant shall hold a meeting with the Contracting Communities and the Company to discuss plant performance and key maintenance issues.

This meeting shall include key plant staff such as the plant, manager, maintenance supervisor, operations superintendent, environmental supervisor and safety coordinator. The work plan for the facility inspection shall be discussed. The inspection shall then be conducted and shall address the state of repair of the facility systems, equipment and the ancillary buildings and systems, such as ferrous recovery and ash storage. The Consultant shall take photographs of selected areas of the Facility to document recorded deficiencies or observed conditions, as deemed appropriate by the Consultant.

The inspection shall include review of the following:

- ◆ Condition of equipment and structures affecting the reliability of the Facility;
- ◆ General facility housekeeping
- ◆ Apparent level of maintenance, including repair and replacement
- ◆ Adequacy of spare parts inventory
- ◆ Compliance with the Facility operating plan
- ◆ Compliance with applicable environmental law, and good engineering and industry practice
- ◆ Assessment of the potential impacts of pending environmental regulations

The Consultant inspection team shall prepare a draft report based on the inspection and review of operating records. The report shall summarize and include evaluations, analyses, and opinions regarding the operation, repair and maintenance of the Facility and shall provide a review and an opinion on the following:

- ◆ The adequacy of equipment and structures affecting the reliability of the Facility
- ◆ The adequacy of the Company in performing its obligations under the Service Agreement, the environmental permits and the Facility operating plan
- ◆ Assessment of Facility condition and impact on its ability to operate beyond the term of the Service Agreement

The report shall provide recommendations that shall address the following:

- ◆ Identification of any observed environmental/regulatory issues
- ◆ Improvements to Facility operations and maintenance and report on observed deficiencies and progress in resolution of prior deficiencies
- ◆ Improvements to Facility performance or reductions in the cost of operations

Upon completion of the Contracting Communities review of the Draft Report, the Consultant shall finalize the report within the timeframe specified by the Contracting Communities and distribute the final report to the Contracting Communities.

If the Contracting Communities approve multiple inspections, the inspections shall be scheduled alternately between outages for combustion units 1 and 2 each year. If deemed necessary, both combustion units shall be inspected the first year followed by one per year thereafter. This option shall require two site visits or an extended inspection period, since outages for each unit are normally staggered to maximize the daily

throughput of the Facility. During such inspections it is anticipated that operation/maintenance records, such as ultrasonic tube thickness testing, shall be made available and the Contracting Communities shall endeavor to obtain all such records.

Task Deliverables: A narrative report on Facility operating condition and status of regulatory compliance including supporting data shall be prepared by the Consultant. Identification of any outstanding issues, potential risks associated with facility contract extension, planned regulatory changes equipment condition and other areas of concern. Baseline performance parameters shall be established in terms of operating and maintenance criteria for early identification of potential contractual compliance issues. Reports shall be provided to the Contracting Communities in a digital format. Printed copies of reports are a reimbursable expense.

Planned Meetings: One two-day site visit for two Consultant professionals (one mechanical engineer and one electrical engineer) to the Facility site to meet with the Company's staff and gather information is anticipated for each inspection event. A series of conference calls/emails shall be utilized to gather additional data regarding the System's operations and maintenance and planned system changes to minimize expenses.

Information and Services Provided by Others: The Contracting Communities shall arrange to provide available documents and data and shall assist in obtaining necessary records and data from the Contractor or other appropriate parties that are necessary for the preparation of the report. The Contracting Communities shall coordinate meetings and provide for access to the Facility operations. The Contracting Communities shall arrange a two-day site visit by the Consultant's staff person at the site.

The Consultant shall perform Task 1, one (1) time, between the time frame of January 1, 2010 and December 31, 2015. The Contracting Communities will provide at least a 90-day notice to the Consultant prior to the date the Consultant will be required to perform Task 1.

Task 2. Contract Negotiation Assistance

At the discretion of the Contracting Communities, the Consultant may be requested to perform the work described herein identified under Task 2. Perform an evaluation of the existing Service Agreement to identify key issues, improvements to be included in any new Service Agreement, development of negotiation posture and assist in the negotiation of a new Service Agreement or extension/amendment for the Facility operation. Assist the Contracting Communities in developing a scope of services for the Company including consideration of the responsibilities of the Contracting Communities in the Service Agreement. Assist the Contracting Communities in drafting a new service agreement or an amendment to the existing agreement.

- ◆ Submit a draft scope of services for a new Service Agreement
- ◆ Attend coordination meetings with the Contracting Communities and the Company
- ◆ Assist in evaluation of responses
- ◆ Provide contract negotiation services
- ◆ Assist in evaluation of impacts to the Facility as a result of any new or pending State and Federal Regulations (Change-in-Law)

The Consultant shall review the terms and conditions of the existing Service Agreement with the Contracting Communities representatives to define key contractual issues that have arisen during the term of the existing Service Agreement. The Consultant shall assess the potential options for addressing these issues under a contract extension or amendment. The Consultant shall identify and develop potential responses to the Company requested changes or reactions to the Contracting Communities proposed changes in order to assist the Contracting Communities in developing a negotiation posture.

The Consultant shall assist in preparing a negotiation agenda in conjunction with the negotiation team for discussions with the Company. The Consultant shall facilitate the technical aspects of the negotiation and provide advice on other contractual issues.

Deliverables: Including but not limited to the items listed above, the Consultant shall also provide:

- A brief position memorandum of the principal discussion topics for the Contracting Communities review prior to each negotiation session
- Meeting agenda for the negotiations meetings
- Meeting notes documenting discussions, decisions and action items regarding each negotiation meeting
- Comments on draft documents related to the contractual negotiations

Reports shall be provided in digital format. Printed copies of reports are a reimbursable expense.

Planned Meeting: The Consultant shall attend five (5) meetings in the city of Modesto, California for a new Service Agreement. Additional discussions shall be handled in telephone conference calls. If major contractual modifications require additional meetings or more extensive negotiations, these services shall be provided as Additional Services.

Information and Services Provided by Others: Issues related to contractual provisions, flow control mechanism and any legislative or judicial activities that might arise will be referred to the Contracting Communities' legal advisors.

C. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. Consultant shall be compensated on a lump sum basis for the not to exceed limits in each task, as set forth in Exhibit B attached hereto and, by this reference, made a part hereof. The not to exceed lump sum amounts for each task are comprised of the hourly billable rates set forth in Exhibit B. In addition to the aforementioned fees, Consultant shall be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates – Exhibit B attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:

- (a) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (b) Travel expenses shall be reimbursed in accordance with the Contracting Communities' travel policy, which is incorporated herein by reference.

Fees plus reimbursable expenses shall not exceed the amounts set forth in Exhibit B and a copy of the original invoice for the items listed in a, b or c above shall be attached to the invoice submitted to the Contracting Communities' for reimbursement. Payments shall be based upon work documents submitted by the Consultant to the Contracting Communities' and accepted by the Contracting Communities', as being satisfactory to Contracting Communities' needs, not work in process. The Contracting Communities' shall not pay a mark up on any of the above items listed in a, b or c or any item identified in Exhibit B. Items such as a telephone, fax, postage or freight are already included in the billable hourly rate.

D. INVOICE REMIT TO:

Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: hours worked by Consultant's Staff, the title of the Staff, billable rate and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services.

The remit to address is:
Stanislaus County
Department of Environmental Resources
Attention: Mandip Dhillon
3800 Cornucopia Way, Suite C
Modesto, CA 95358

E. REPRESENTATIVES

The Contracting Communities representative is Mandip Dhillon, Project Manager (209) 525-6786. The Consultant's representative is David Traeger, Senior Management Consultant, (402) 399-1355.

F. PROTECTION OF EXISTING FACILITIES

Consultant shall take every precaution to protect all public and private property during the performance of this Agreement. Any damages caused by Consultant's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Consultant.

G. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

H. WORK SCHEDULE

Consultant is obligated to perform in a timely manner the services and work provided for under this Agreement and the Contracting Communities hereby gives the Consultant notice to proceed with the work as of the effective date of this Agreement. It is understood by Consultant that the performance of these services and work shall require the Consultant to perform the services and work in conformance with a work schedule agreed to by the parties in Exhibit C attached hereto and made a part of this Agreement.

(Intentionally left blank)

FORM-105 (10/01) PK2

**EXHIBIT B
PRICE SCHEDULE**

HOURLY RATES

The Consultant shall be compensated on a time and material basis based on the hourly rates, and the not to exceed amounts for each task as set forth below.

HOURLY RATES	
TITLE	Hourly Billable Rates
Project Manager	\$185.00
Management Consultant	\$200.00
Technical Consultant	\$200.00
Mechanical Engineer	\$162.00
Environmental Engineer	\$131.00
Electrical Engineer	\$181.00
Contract Specialist	\$168.00
Financial Analyst	\$135.00
Clerical	\$ 48.00

SERVICE CHARGE

The Consultant's service charge for sub-consultant work shall be actual cost plus 15%. The Consultant shall provide County copies sub-consultant's invoice to Consultant along with any invoices submitted for reimbursement of the Consultant's service charge.

PROJECT PRICE

The below project pricing is devised to allow the Contracting Communities the ability to identify costs associated with the frequency of tasks performed in a given calendar year. The Consultant shall be compensated the first year based on the hourly rates set forth above to perform the work associated with each task, not to exceed the amounts listed below. The hourly rates for subsequent years may be increased upon the mutual consent of the Contracting Communities and the Consultant. Maximum Total Task Price includes fees and reimbursable expenses.

Task 1 – End-of-Contract Operating Condition and Regulatory Review
(Performed one time between 2010 and 2015)

Item	Description	2010-2015 Not to Exceed Price
1	Review of existing operational data	\$ 1,770.00
2	On-Site Inspection of current Physical Conditions and Operations	\$ 7,060.00
3	Operations and Physical Conditions Comparison to Similar Waste-to Energy and Solid Waste Facilities	\$ 5,170.00
4	Identification of deficiencies that must be corrected by Operator	\$ 1,440.00
5	Preparation of a technical letter with findings and recommendations	\$ 3,670.00
6	Assist the Contracting Communities in its enforcement of the existing permits and contract provisions relating to Facility condition	\$ 3,630.00
7	Submit a draft and final report indicating findings and present these findings to the Contracting Communities	\$11,000.00
8	TOTAL NOT TO EXCEED TASK 1 PRICE	\$33,740.00

Task 2 – Contract Negotiation Assistance

Item	Description	Not to Exceed Total Price
1	Submit a draft scope of services for a new service agreement	\$18,000.00
2	Attend coordination meetings with Contracting Communities	\$ 9,400.00
3	Assist in evaluation of responses	\$21,000.00
4	Provide contract negotiation services	\$23,215.00
5	TOTAL NOT TO EXCEED TASK 2 PRICE	\$71,615.00

The above not to exceed prices include estimates for Consultant expenses such as travel reimbursements.

STAKEHOLDER PER

EXHIBIT C

PROJECT TIMELINE

The following is a timeline for which the tasks identified below shall be performed or completed:

Task	Date
Task 1 - Data Gathering	Complete 3 weeks prior to inspection.
Task 1 - Inspection	Conduct during maintenance outage.
Task 2 - New Contract	Assume a minimum 6 - month negotiation process, with 5 meetings

STANLEY H. S. (2009) PER