

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
CONSULTANT SERVICES AGREEMENT
WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) FOR PROFESSIONAL
SERVICES
IN IMPLEMENTING THE COMMERCIAL FOOD WASTE PROGRAM**

THIS AGREEMENT is entered into by and between the Central Contra Costa Solid Waste Authority ("CCCSWA") and Environmental Science Associates ("Consultant"), effective July 01, 2010 to June 30, 2011.

RECITALS

- A. The CCCSWA desires to contract for the provision of professional services to assist the CCCSWA in assessing, selecting, and training 120 commercial businesses in the CCCSWA service area for participation in the Commercial Food Waste Pilot Program, and
- B. Consultant desires to perform such professional services for the CCCSWA.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the CCCSWA and Consultant agree as follows:

AGREEMENTS

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the professional services described in Attachment A (Scope of Services and Budget) to this Agreement.
2. Payment.
 - a. Payment for Professional Services. Consultant shall invoice the CCCSWA a total cost not-to-exceed \$48,000,
 - b. Reimbursement of Expenses. The contract amount includes all expenses ordinarily and directly related to the scope of work.
 - c. Additional Services. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the CCCSWA and Consultant.
 - d. The CCCSWA failure to discover or object to any unsatisfactory work or billing prior to payment shall not constitute a waiver of CCCSWA right to request Consultant to correct such work or billings or seek any other legal remedy.
3. Responsible Personnel. The professional services described in this agreement shall be performed in part and supervised by Mr. Jeff Caton, as described in Attachment A to this Agreement. Consultant shall assign only competent personnel to perform services pursuant to