

**SIXTH AMENDMENT to the AMENDED CONTRACT between the
COUNTY of SANTA BARBARA and MSB INVESTORS, LLC
for DEVELOPMENT and OPERATION of the
TAJIGUAS RESOURCE RECOVERY PROJECT**

This Sixth Amendment dated October 12, 2021 ("Sixth Amendment") is made by and between the County of Santa Barbara, California ("County"), and MSB Investors, LLC, ("Contractor"). This Sixth Amendment, along with the First Amendment dated February 14, 2017, Second Amendment dated November 14, 2017, Third Amendment dated September 18, 2018, Fourth Amendment dated December 17, 2019, and Fifth Amendment dated August 25, 2020 modifies and is incorporated into the Amended Contract between the County of Santa Barbara and MSB Investors, LLC for Development and Operation of the Tajiguas Resource Recovery Project dated November 15, 2016 (collectively referred to as the "Contract").

This Sixth Amendment amends the Contract as follows:

1. The definition of "Baseline Revenues" in Section 1.14 (lines 139-142 of Amended Contract) is replaced in its entirety by the following:

Section 1.14 Baseline Revenues

"Baseline Revenues" means \$7,033,679 from the sale of Recyclable Materials, \$2,069,229 from the sale of electricity to the public utility (total \$2,069,229 less Contractor obligation \$427,307 = \$1,641,922), and (\$95,754) from the sale of compost (a potential net annual cost).

2. The definition of "Contract" in Section 1.31 (lines 240-242 of Amended Contract) is replaced in its entirety by the following:

Section 1.31 Contract

"Contract" means the Amended Contract dated November 15, 2016, the First Amendment dated February 14, 2017, the Second Amendment dated November 14, 2017, the Third Amendment dated September 18, 2018, the Fourth Amendment dated December 17, 2019, the Fifth Amendment dated August 25, 2020, and this Sixth Amendment dated October 12, 2021 including all exhibits and attachments which are incorporated herein by reference.

3. The definition of "Project Development Schedule" in Section 1.111 (lines 619-621 of Amended Contract) is replaced in its entirety by the following:

Section 1.111 Project Development Schedule

"Project Development Schedule" means the Fourth Amended Project Development Schedule for performing and completing all Development activities as specified in Article 4 and Fourth Amended Exhibit C: "Fourth Amended Project Development Schedule," attached as part of this Sixth Amendment. Fourth Amended Exhibit C: "Fourth Amended Project Development Schedule" supersedes and replaces the Exhibit C "Project Development Schedule" as referenced in all sections of the Contract.

4. Section 2.3 “Term of Contract” is amended and replaced in its entirety with the following:

Section 2.3 Term of Contract

The Term of this Contract shall commence on the Effective Date and shall remain in effect until the completion of twelve (12) years and seven (7) months (June 30, 2031) from the Effective Date (November 28, 2018), plus any renewals or extensions, unless earlier terminated for cause as provided for in the Contract.

Notwithstanding the foregoing, the unexcused failure or refusal of Contractor to perform any material term, covenant, obligation or condition contained in this Contract shall give rise to the right, in favor of the County, for earlier termination of this Contract for cause in accordance with the procedures detailed in Article 14 and elsewhere contained herein.

5. Subsection 26 is added to Section 5.1.C “Primary Contractor Responsibilities” of Section 5.1 “Responsibilities of the Parties” as follows:

Section 5.1 Responsibilities of the Parties

C. Primary Contractor Responsibilities

26. Contractor shall arrange for agreements with California Independent System Operator Corporation (CAISO) that are ancillary and necessary for the execution of the Power Purchase Agreement with Southern California Edison to manage the transfer and transmission of electricity produced at the AD Facility. Contractor shall fulfill the “CAISO Metered Entity” obligations in the County’s Meter Service Agreement; the “Connected Entity” obligations in the County’s Network Connectivity Security Requirements and Agreement; and the “Participating Generator” obligations in the County’s Participating Generator Agreement.

6. Subsections B “Community and Public Information Services” and C “Visitor Education Center” of Section 5.11 “Visitor Education and Public Information” are amended and replaced in their entirety as follows:

Section 5.11 Visitor Education and Public Information

B. Community and Public Information Services

Contractor has developed and shall, as necessary, update a Community Relations and Public Information Plan as provided in Exhibit P. The Community Relations and Public Information Plan addresses Contractor responsibilities for informing the public and for assisting the County and Public Participants with their public information programs including:

1. Creation of a webpage or website informing the public of the status of the Project and various public education materials and programs available associated with the Facility.
 - 1.1. This webpage or website must link to the County website Lessismore.org.

- 1.2. This webpage or website may refer to relevant County resources located at Lessismore.org.
 - 1.3. This webpage or website must have a link or portal to public tours that will be managed by County staff.
2. As requested by the County, making presentations to local civic, environmental and other groups or at public events including presentation of available videos; other requests for presentations about the ReSource Center will be forwarded to County staff.
3. As requested by the County, hosting of Project Site open houses, tours for interested members of the public, and tours for third parties.
4. Cooperation and participation, if required by the County, in public hearings, public meetings, and meetings of elected officials and interested groups.
5. Participation in Public Participants', County, State and local community public events.

C. Visitor Education Center

Contractor has provided resources, including funding and equipment, to support the County's design, development, and operation of a Visitor Education Center, which will be open for tours by appointment on certain Days to be agreed upon by Contractor and the County. The Visitor Education Center shall include, at a minimum, a reception area with photos and exhibits explaining the various processes of the Project Site, and a conference room equipped to provide sophisticated audio-visual presentations. Contractor shall provide the County and Public Participants access to the Visitor Education Center at all times.

7. Subsection C "Construction and Equipment Costs" of Section 10.2 "Development, Pre-Construction, Construction, and Equipping Compensation" is amended and replaced in its entirety as follows:

Section 10.2 Development, Pre-Construction, Construction, and Equipping Compensation

C. Construction and Equipment Costs

County shall pay Contractor one hundred twenty seven million six hundred and sixteen thousand eight hundred and nineteen dollars (\$127,616,819) or such lesser amount as the parties may agree in writing, which is an agreed sum based on Contractor's Construction and Equipment Cost budget: Contractor shall be compensated for Constructing and equipping the Facility (but not for purchase of Non-Fixed Equipment, costs related to attorney's fees related to the investment tax credit, interest on the purchase of turbine engines, two years depreciation on the turbine engines, and storage of the turbine engines) in accordance with the periodic payment schedule and payment terms to be included in the public bond financing documents.

8. Subsection A.3.c "Other Adjustments" of Section 10.3 "Facility Operations Compensation" is amended and replaced in its entirety as follows:

Section 10.3 Facility Operations Compensation, A. Per Ton Processing Rate, 3. Adjustment to Per Ton Processing Rate

c. Other Adjustments. In addition, the Per Ton Processing Rate shall be adjusted for material changes directed by the County and in the event of an Extraordinary Review.

However, the Per Ton Processing Rate shall not be adjusted (except as expressly provided in this Contract) for increased costs of Facility Development or Construction or Operations; Contractor's failure to perform; or changes in Tonnage or composition of material delivered, except where a rate adjustment is expressly authorized by other provisions in this Contract.

i. In Year 2 (FY 21/22), the County adjusted the Revenue Requirement to reflect a minimum wage requirement of \$15.00 per hour (\$147,364 per year, \$0.77 per ton) and additional monitoring and compliance costs of \$800,000 minus \$240,000 of expenses for landfill gas for a net increase of \$560,000 (\$2.94 per ton). In Year 3 and thereafter, the above additions will be adjusted in accordance with subsection 10.3.A.3.b. The adjusted Revenue Requirement in Year 2 was calculated to be \$15,348,598 based on the above adjustment and the CPI and other adjustments provided for in Section 10.3.A.3.b.

9. Subsections A and C of Section 10.4 "Revenue Sharing" are amended and replaced in their entirety as follows:

Section 10.4 Revenue Sharing

A. Additional revenue received greater than projected from the sale of Recyclable Materials (seven million thirty three thousand six hundred and seventy nine dollars (\$7,033,679) as described in 10.3 above) up to nine million four hundred sixty four thousand dollars (\$9,464,000) will all be received by County and not be shared with Contractor. Additional revenue received greater than nine million four hundred sixty four thousand dollars (\$9,464,000) from the sale of Recyclable Materials will be shared with seventy-five percent (75%) being received by the County and twenty-five percent (25%) by Contractor and the MRF Operator up to the point that Contractor and the MRF Operator receive an additional five hundred thousand dollars (\$500,000) in income (i.e., total additional revenue of \$2 million) and thereafter the County will receive ninety percent (90%) and Contractor and the MRF Operator will receive ten percent (10%) of incremental additional revenues above eleven million four hundred sixty-four thousand dollars (\$11,464,000).

C. Additional revenue received greater than projected from the sale of electricity (two million sixty nine thousand two hundred twenty nine dollars (\$2,069,229), as described in 10.3 above, plus reimbursement of one hundred forty six thousand five hundred dollars (\$146,500) for AD startup funding), up to two million two hundred fifteen thousand seven hundred and twenty nine dollars (\$2,215,729) will all be received by County and not be shared with Contractor. Additional revenue received greater than two million two hundred fifteen thousand seven hundred twenty nine dollars (\$2,215,729) from the sale of electricity will be

shared with seventy-five percent (75%) being received by the County and twenty-five percent (25%) by Contractor up to the point that Contractor receives an additional five hundred thousand dollars (\$500,000) in income (i.e., total additional revenue of \$2 million) and thereafter the County will receive ninety percent (90%) and Contractor will receive ten percent (10%) of incremental additional revenues above four million sixty nine thousand two hundred twenty nine dollars (\$4,069,229).

10. Section 10.6 “County Approval of Other User Deliveries” is amended and replaced in its entirety as follows:

10.6 County Approval of Other User Deliveries

The Contractor shall not, without the prior written agreement of the County, accept from Other Users Spot Market Materials. It is the intent of the Parties that the County and Contractor shall seek such additional Tonnage but must comply with section 1.130 of this agreement. The arrangements for such additional Spot Market Materials shall have a benefit to the Parties (such as providing tonnage to avoid any Shortfall Charge, or lowering rates charged to the Parties), the per Ton charges or other pricing or other terms included in contractual arrangements for such additional Tonnage must comply with the requirements contained in this section, and be approved by the County prior to execution with Other Users.

A. Maximum Contamination for Source Separated Materials Delivered by Other Users

A characterization of Source Separated Spot Market waste generated by Other Users must be completed within 90 days from the onset of the arrangement to process this material in order to measure its contamination level.

1. Source-Separated Recyclables delivered to the Facility by Other Users must contain no more than 25% (by weight) of contaminants (materials that cannot be recovered and sold as commodities in the recycling market). If contamination exceeds 25%, this material may be treated as MSW and will either be backhauled at full expense of the Other User or charged at the current rate to process MSW. If there are significant changes in the overall recycling market that do not allow an Other User to comply with this requirement, County may modify this requirement after sufficient documentation has been provided.

2. Source-Separated Organics delivered to the Facility by Other Users must contain no more than 25% (by weight) of contaminants (inorganic materials that cannot be digested and composted). If the contamination level exceeds 25%, a higher rate will be charged for processing this material, which must be approved by the County.

B. Public Education and Enforcement

Other Users will be required to conduct general public education programs to educate residents and businesses of what materials are acceptable in containers for source-separated recyclables and source-separated organics. Contractor will provide a list of materials and guidelines that will be included in this public education as well as the frequency of distribution to the public. If the level of contamination in source-separated recyclables and

source-separated organics is close to the maximum allowable threshold, an Other User will be required to conduct targeted public outreach programs, tagging of containers and collection of materials in the tagged containers as solid waste in an effort to reduce the identified contamination.

C. Unacceptable Waste

Contractor will keep material delivered by Other Users segregated from other loads until it is determined that there is no Unacceptable Waste. If Unacceptable Waste is identified in a load from an Other User, Contractor will comply with Section 6.2 (Receipt of Acceptable Material) of this Contract.

D. Facility Capacity

Contractor will monitor the Tonnage of Acceptable Materials delivered to the Facility and if it becomes apparent that the Maximum Annual Capacity may be exceeded for that or future Contract Years, per Section 2.10 E, Contractor shall be obligated to use Reasonable Business Efforts to accept Acceptable Material delivered by the County including accepting less Spot Market Materials.

11. Subsection C of Section 13.2 "Contractor Security and Bonds" is amended and replaced in its entirety as follows:

Section 13.2 Contractor Security and Bonds

C. Operations Bond

Contractor and/or its Primary Subcontractors shall provide one or more performance bond(s), letters of credit or other surety device as may be reasonably required by the County in the aggregate amount of fourteen million eight hundred thirty four thousand three hundred and thirty six dollars (\$14,834,336), the estimated full cost of annual Operations and Maintenance of the Project for the first year of Operations, to secure the Operations and Maintenance of the Project, including ensuring that the Primary Subcontractors receive full payment for services provided, and in a form acceptable to the County as co-beneficiary. Such bond shall be in standard AIA form, and shall be issued by a surety company or companies rated "A" or better per current AM Best Company ratings and listed in the United States Treasury Department's Circular 570. Such surety shall be an admitted surety in California. Such bond shall be in force as of the Full Operations Date, will be modified as necessary to reflect updated annual cost information as of the Full Operations Date as provided in section 4.9.B, and must remain in force through the Term. As part of the Annual Settlement Process specified in section 10.9, the value of the bond will be annually adjusted by CPI-U, or may be modified up or down to reflect changes of greater than ten (10) percent in annual O&M costs.

12. Contractor hereby acknowledges that the adjustments included in the amendments to subsection C of Section 10.2 Construction and Equipment Costs, as set forth in this Sixth Amendment, address all costs and compensation due to Contractor

arising from the delay in construction included in the amended Project Development Schedule (attached hereto as Second Amended Exhibit C), impacts of COVID-19, and any other Unforeseen Circumstances. Upon payment of the amounts stated in Section 10.2 subsection C, Contractor relinquishes any additional claims for extra compensation related to the design, construction and commissioning of the Project.

13. Amended Exhibit C: "Third Amended Project Development Schedule" is replaced in its entirety with the attached, "Amended Exhibit C - Fourth Amended Project Development Schedule," attached hereto as Attachment A
14. Amended Exhibit H: "Second Amended Contractor's Final Pro Forma," is replaced in its entirety with the attached, "Amended Exhibit H – Third Amended Contractor's Final Pro Forma," attached hereto as Attachment B.
15. Amended Exhibit I: "Amended Development Cost Detail," is replaced in its entirety with the attached, "Amended Exhibit I – Fourth Amended Development Cost Detail," attached hereto as Attachment C.
16. Exhibit K: "Secretary's Certificate" is replaced in its entirety with the attached, "Exhibit K Secretary's Certificate," attached hereto as Attachment D.
17. Except as set forth in this Sixth Amendment, the Contract (the Amended Contract dated 11/15/16, the First Amendment dated 02/14/17, the Second Amendment dated 11/14/17, the Third Amendment dated 09/18/18, the Fourth Amendment dated 12/17/19, and the Fifth Amendment dated 8/25/20) is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Sixth Amendment and the Contract, the terms of this Sixth Amendment will prevail.

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IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to Contract to be effective on the date executed by the COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Bob Nelson, Chair,
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Santa Barbara County Public Works
Department

CONTRACTOR
MSB INVESTORS, LLC

By: _____
Scott D. McGolpin
Public Works Director

By: _____
Authorized Representative
Name: John Dewey
Title: CEO & Managing Member

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy Schaffer
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
Risk Management

By: _____
Risk Management

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By: _____
Deputy Clerk

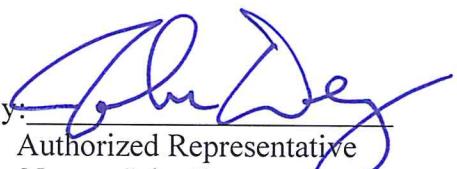
By: _____
Bob Nelson, Chair,
Board of Supervisors

Date: _____

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Auditor-Controller

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Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

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Deputy Clerk

By: _____
Bob Nelson, Chair,
Board of Supervisors

Date: _____

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Deputy County Counsel

By: _____
Deputy

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Risk Management

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County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

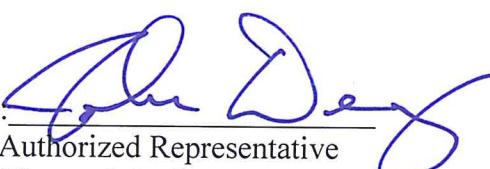
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By: _____
Deputy County Counsel

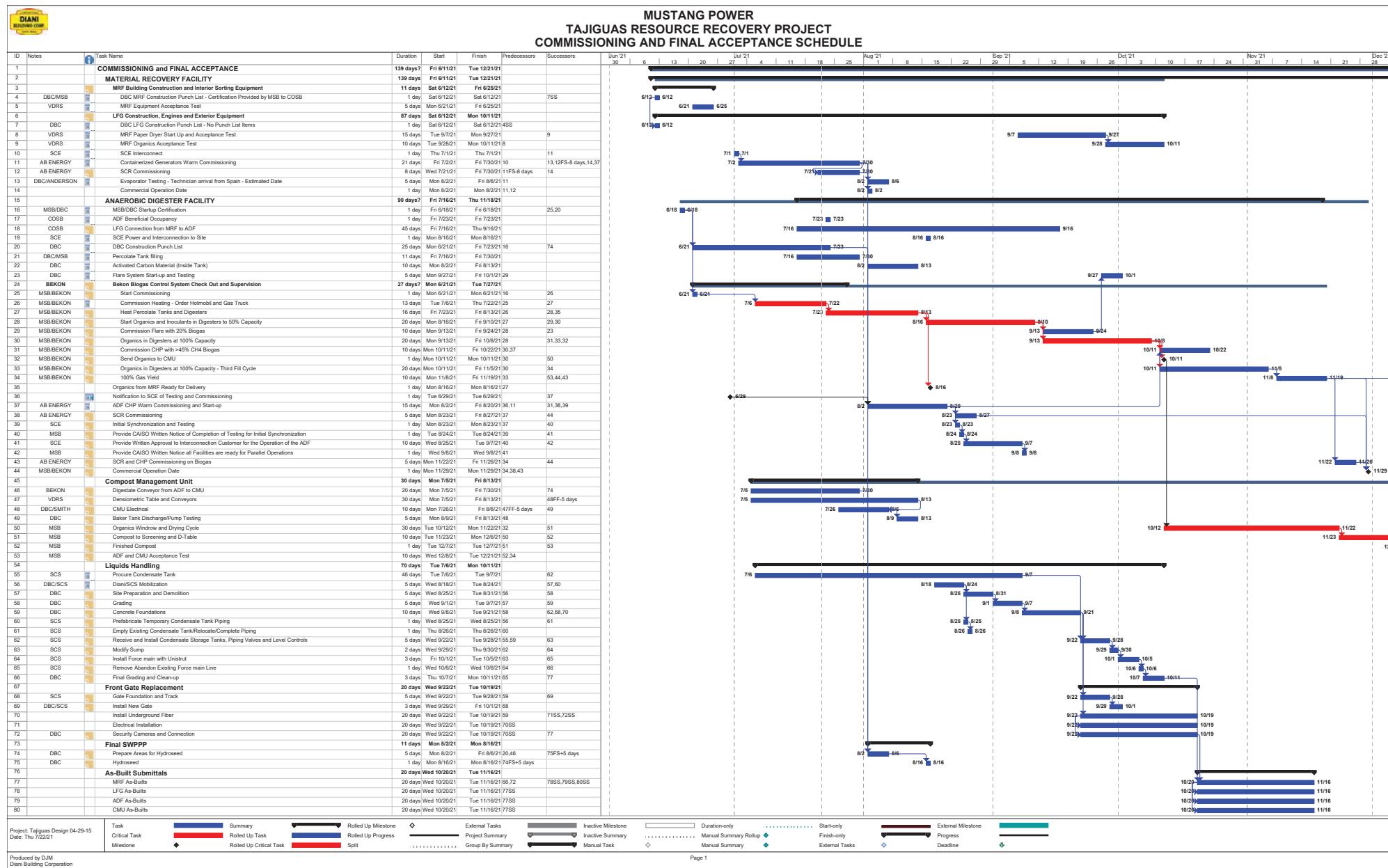
By: _____
Deputy

APPROVED AS TO FORM:

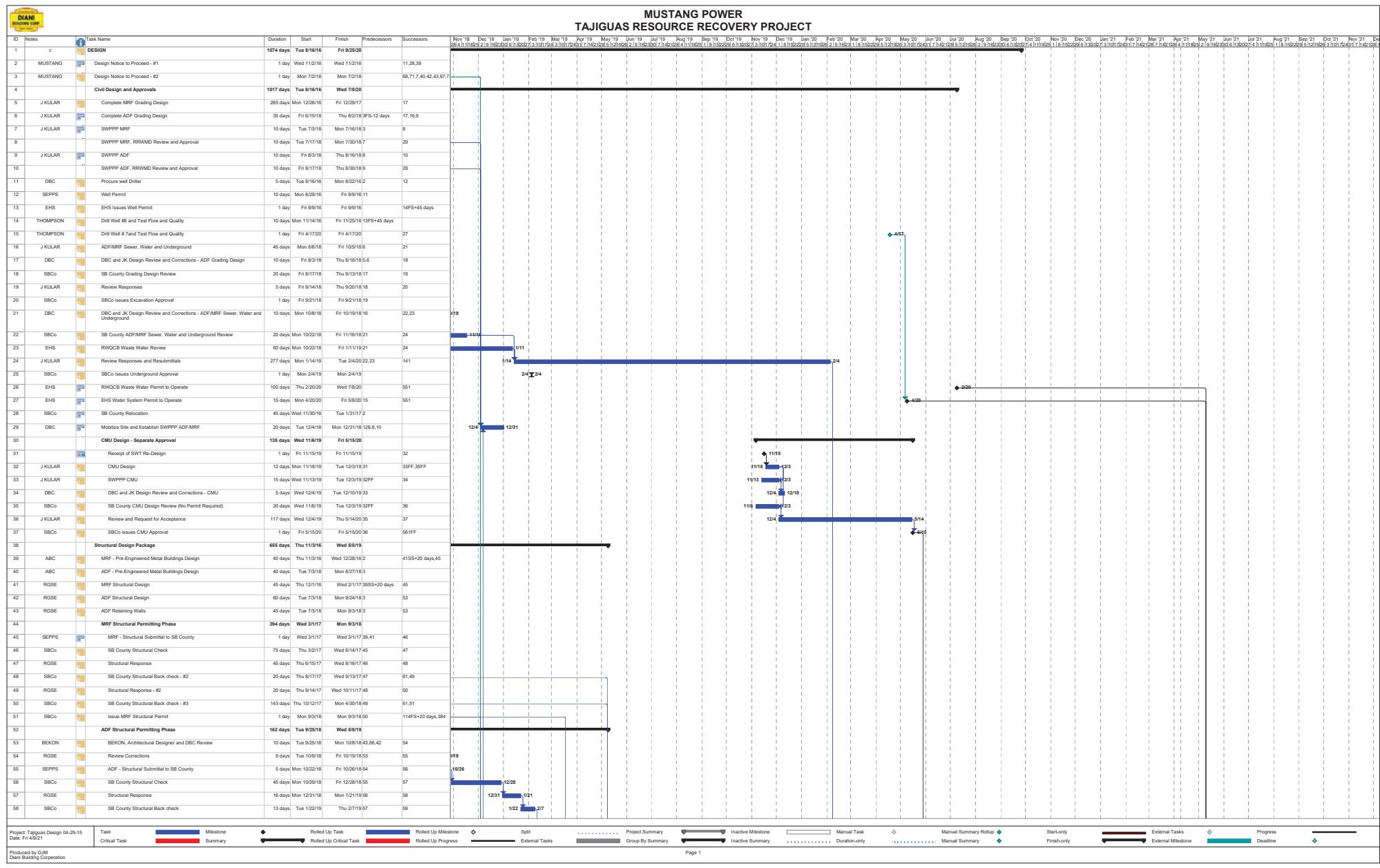
Risk Management

By: _____
Risk Management

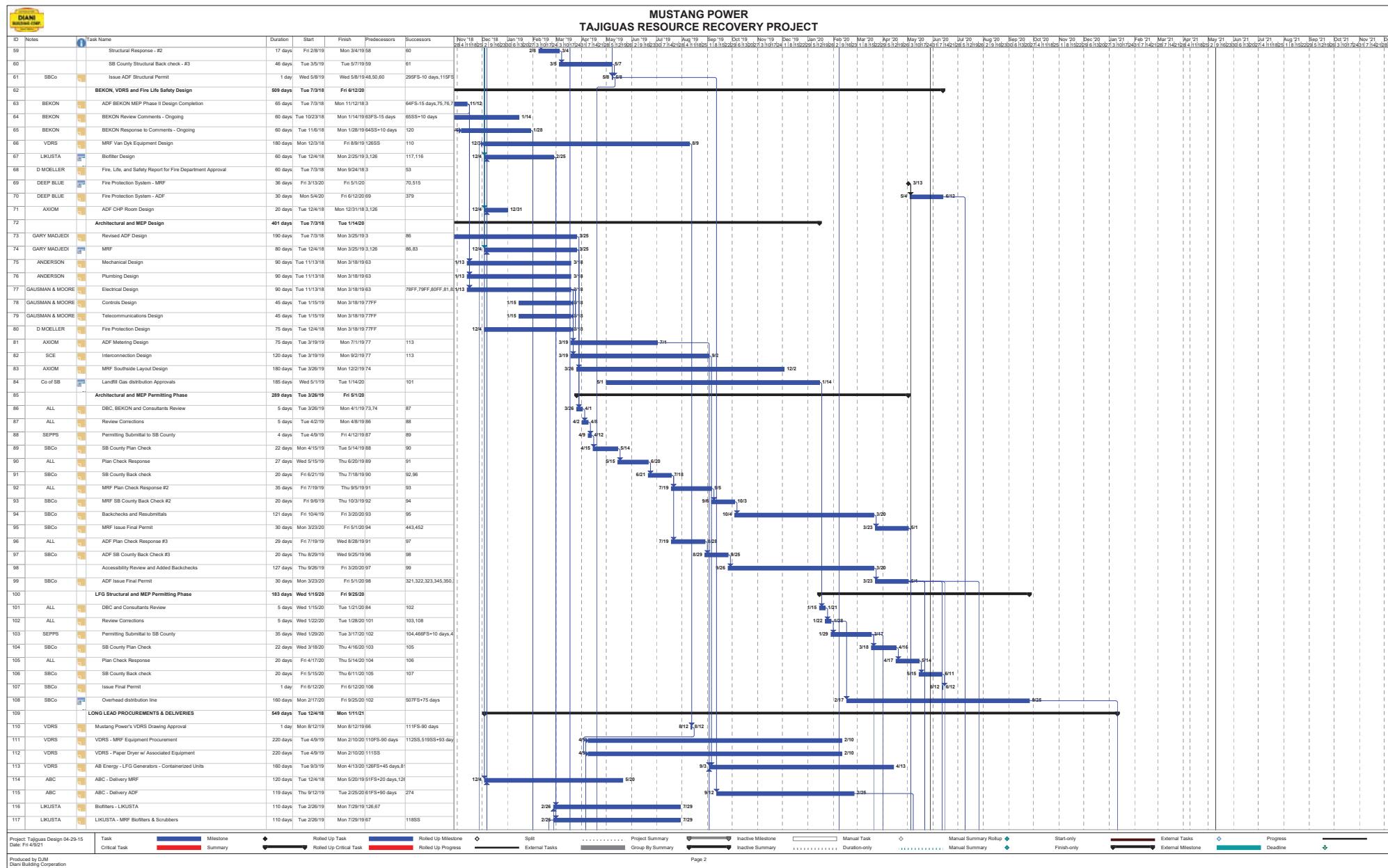
ATTACHMENT A: FOURTH AMENDED EXHIBIT C - PROJECTED (not actual) DEVELOPMENT SCHEDULE



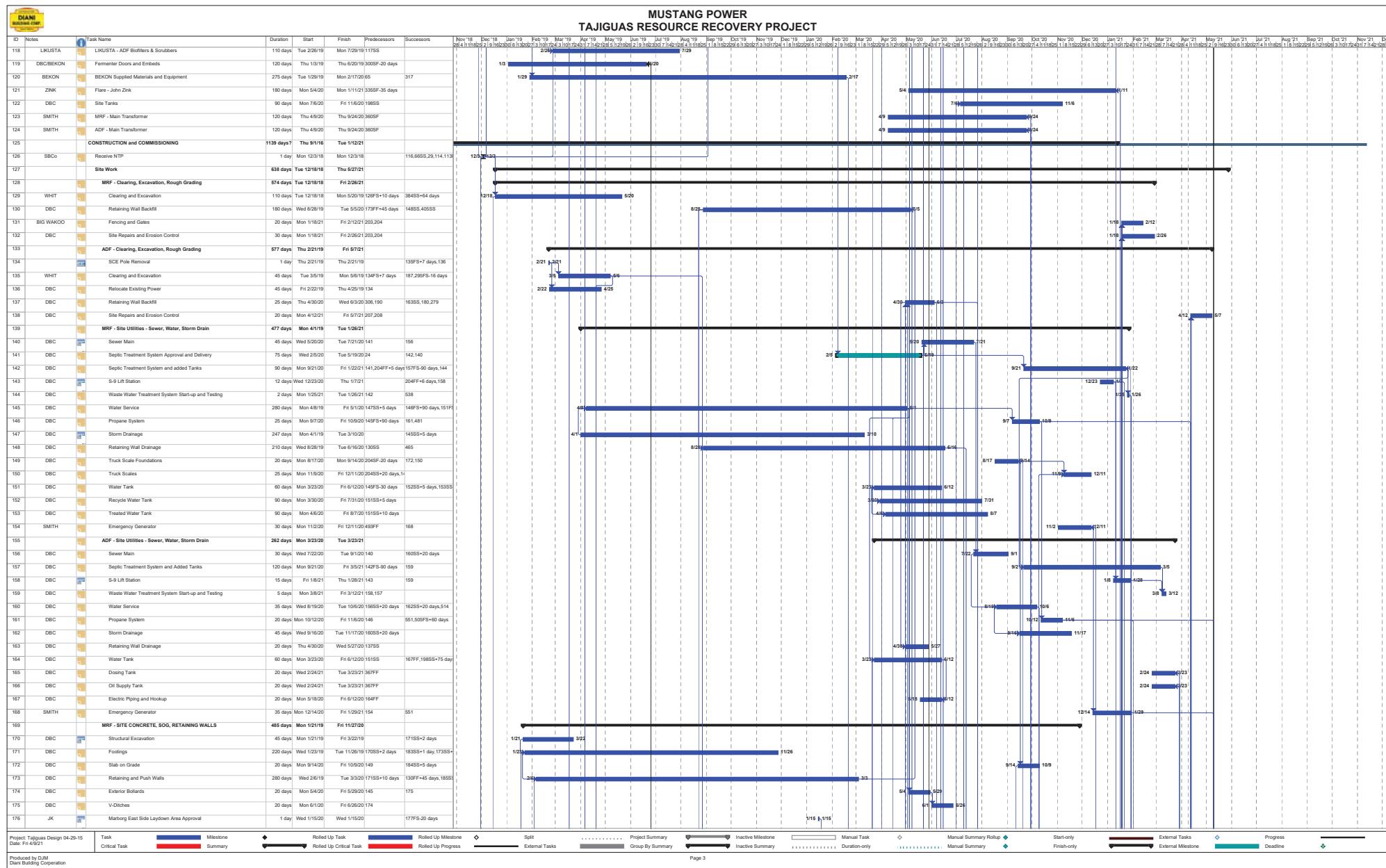
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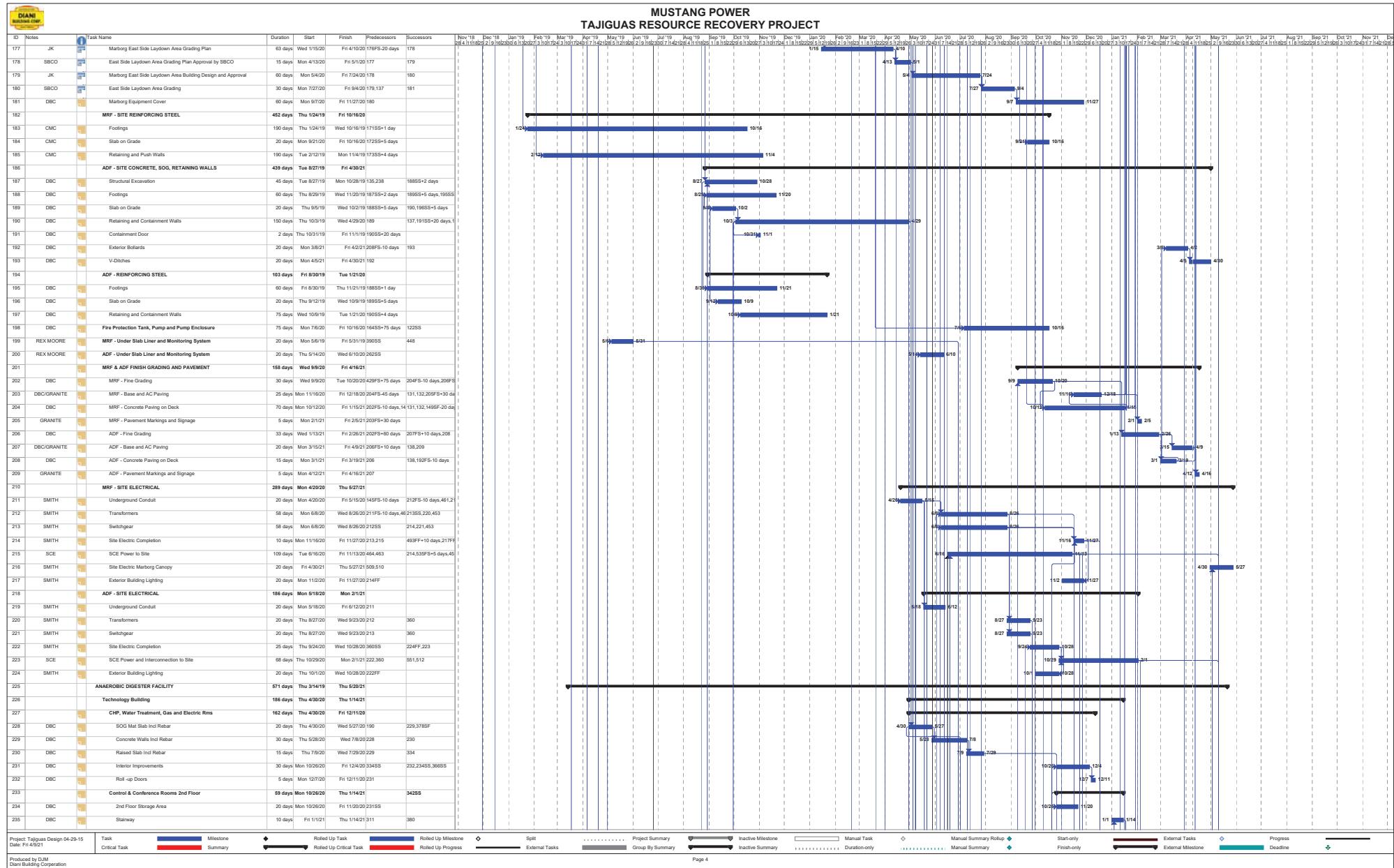
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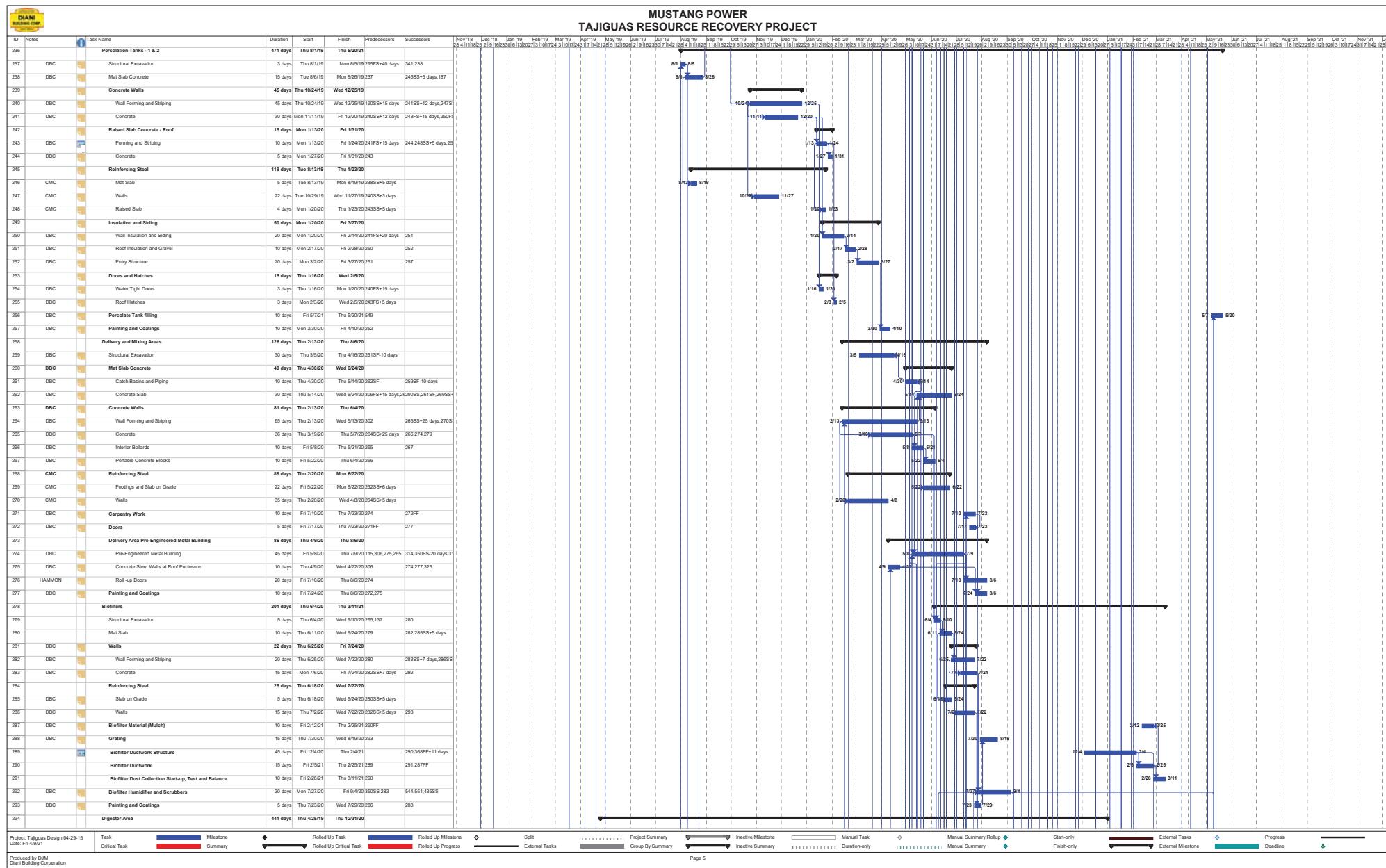
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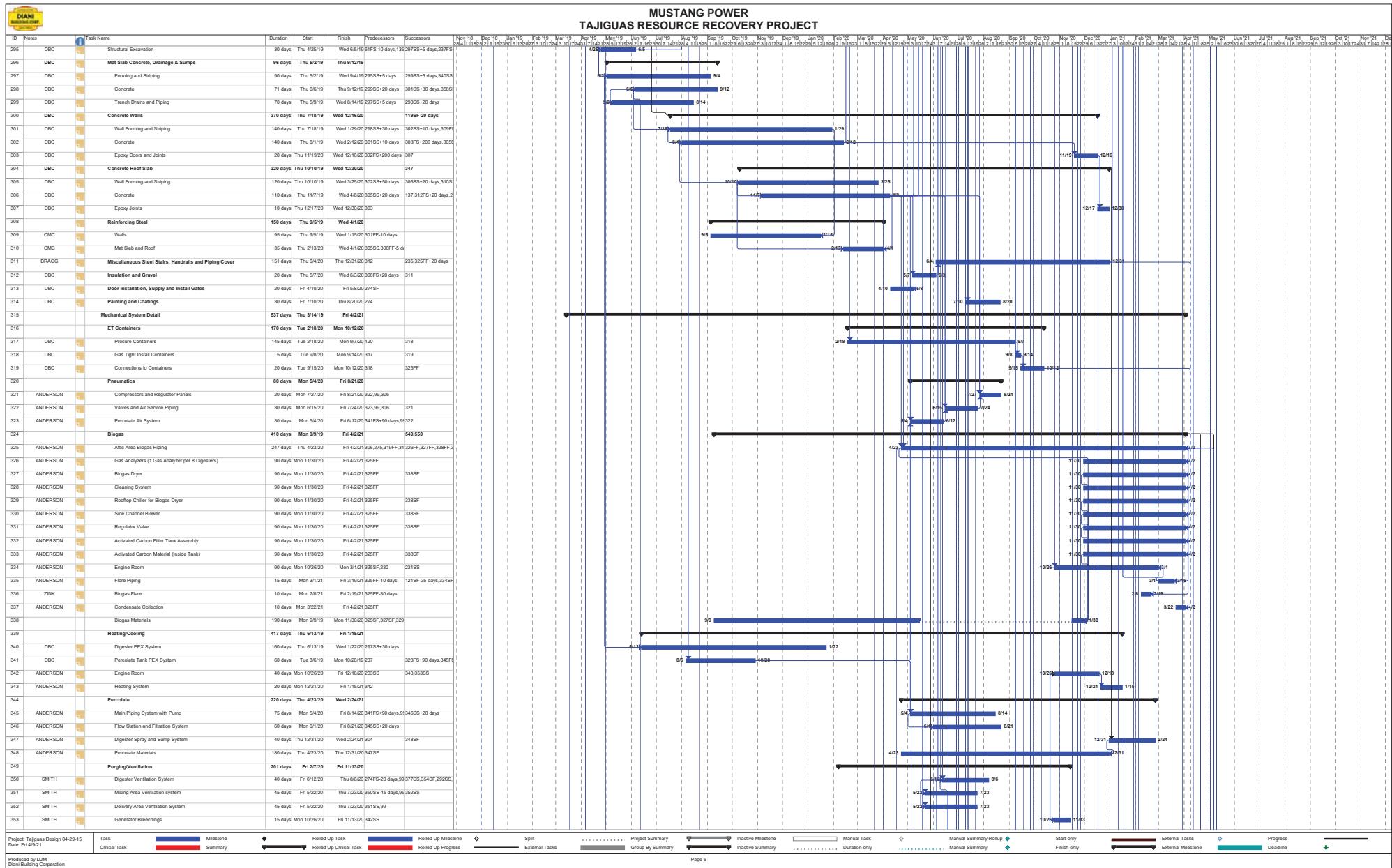
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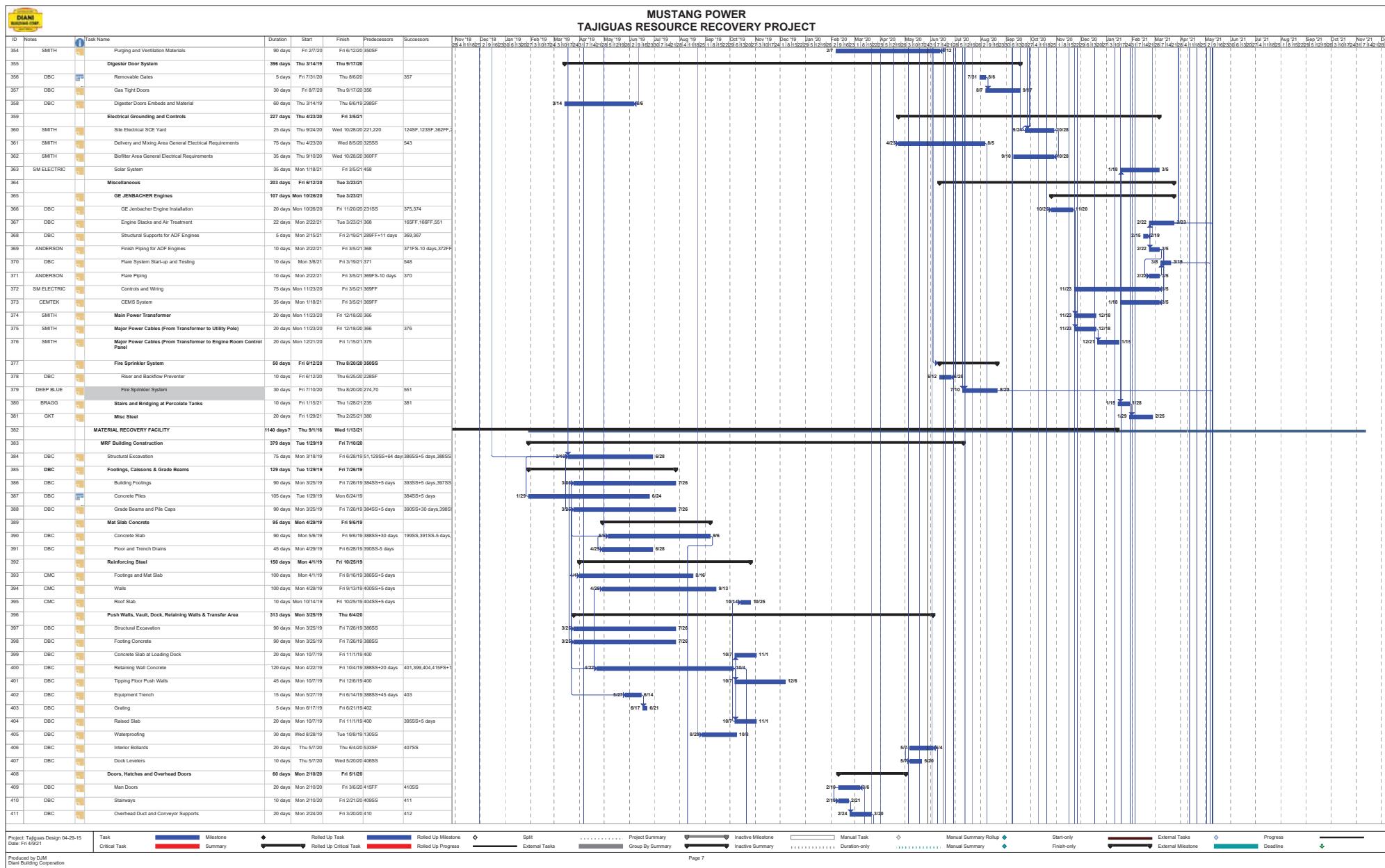
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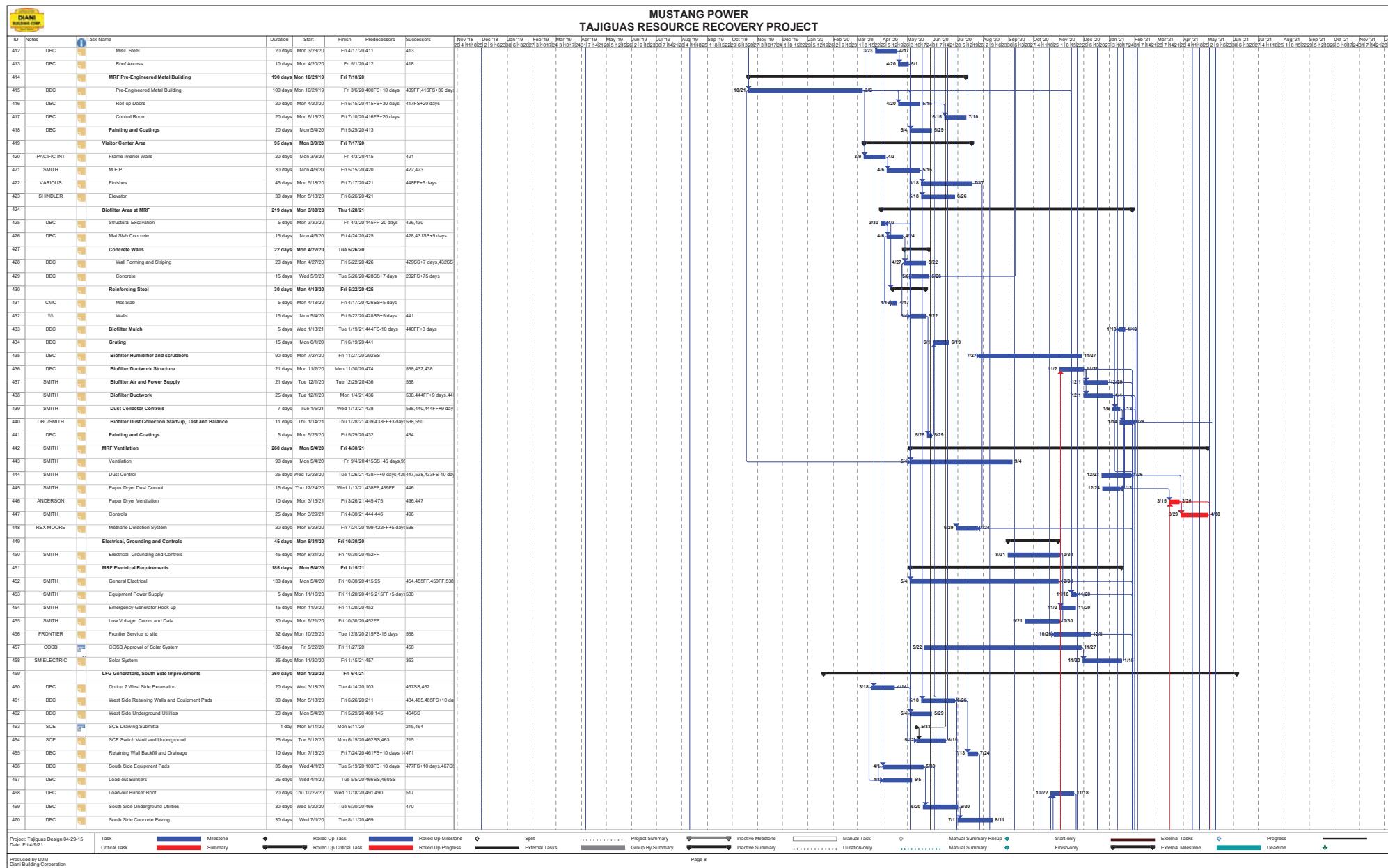
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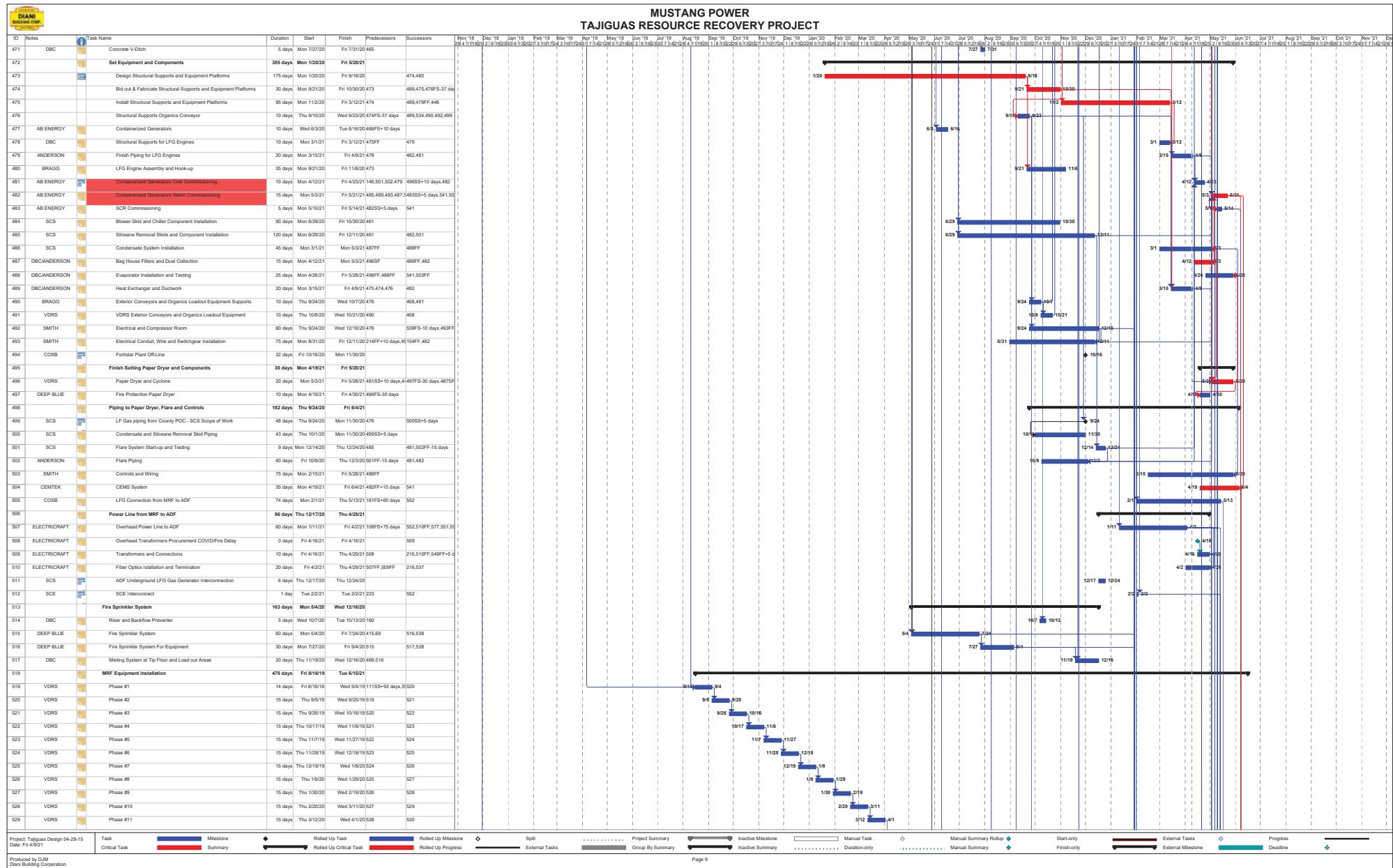
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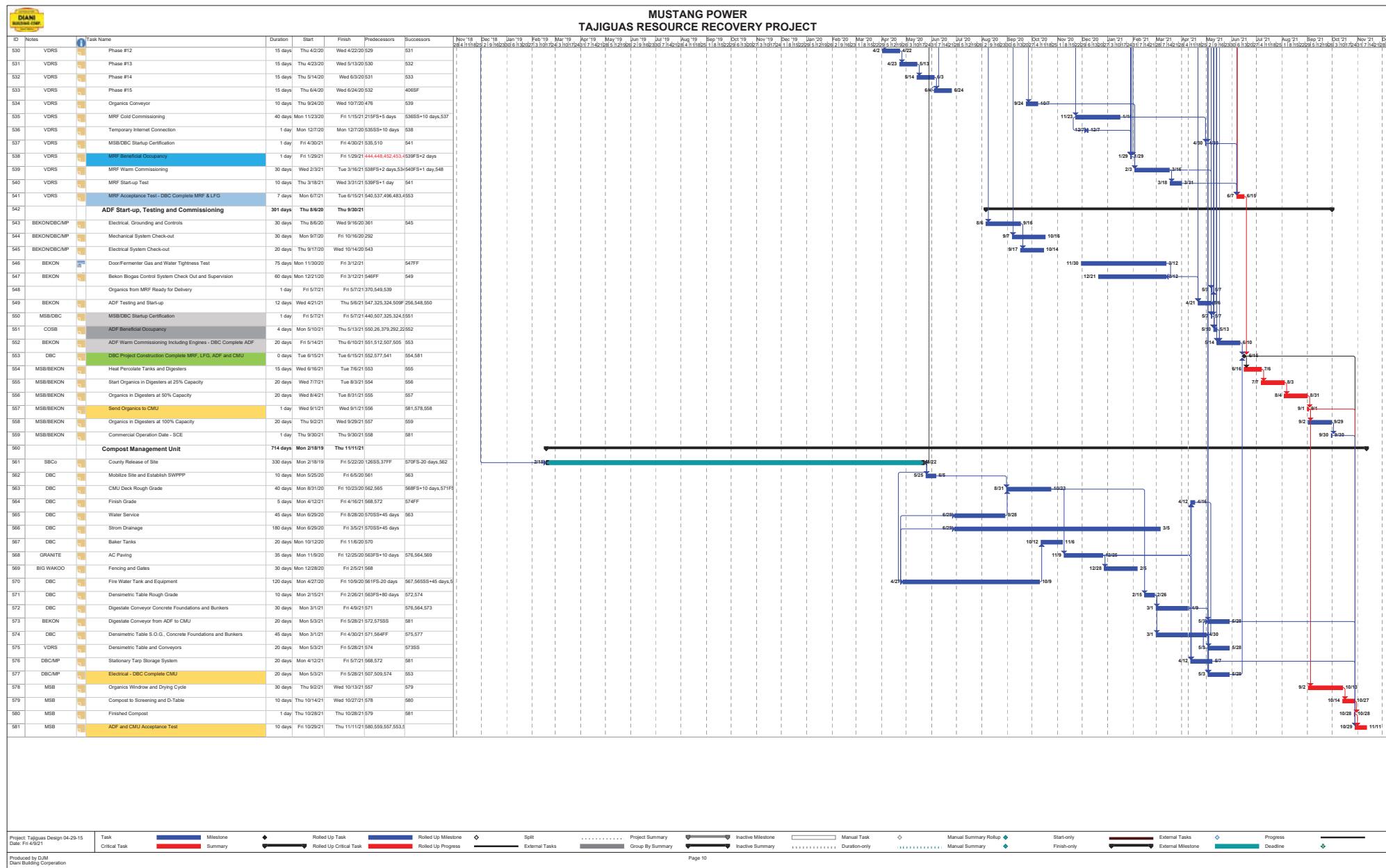
ATTACHMENT A: FOURTH AMENDED EXHIBIT C - PROJECTED (not actual) DEVELOPMENT SCHEDULE



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ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30, 2022)

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30, 2022)

TAJIGUAS RESOURCE RECOVERY PROJECT				Revised	Increase	Previous	Jul 1	Aug 2	Sep 3	Oct 4	Nov 5	Dec 6	Jan 7	Feb 8	Mar 9	Apr 10	May 11	Jun 12
Table 1 - MRF Operating P&L				32.74	2.141%	28.79												
50000 Accounting Fees (Compliance)	13			26,263			2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	
50010 Advertising & Promotion				-			-	-	-	-	-	-	-	-	-	-	-	
50020 Amortization Expense/Operating Contingency	14			-			-	-	-	-	-	-	-	-	-	-	-	
50030 Computer Expense				-			-	-	-	-	-	-	-	-	-	-	-	
50040 Consulting Fees				-			-	-	-	-	-	-	-	-	-	-	-	
50050 Credit Card Processing Fees				-			-	-	-	-	-	-	-	-	-	-	-	
50060 Dues & Subscriptions				-			-	-	-	-	-	-	-	-	-	-	-	
50070 Legal Fees				-			-	-	-	-	-	-	-	-	-	-	-	
50080 Management Fee	15	\$5.25/Ton	185,807 t/a	975,989			81,332	81,332	81,332	81,332	81,332	81,332	81,332	81,332	81,332	81,332	81,332	
50090 Meals - 100%				-			-	-	-	-	-	-	-	-	-	-	-	
50100 Meals - 50%				-			-	-	-	-	-	-	-	-	-	-	-	
50110 Office Expense				-			-	-	-	-	-	-	-	-	-	-	-	
50120 Other Misc. Expenses				-			-	-	-	-	-	-	-	-	-	-	-	
50130 Pension Fee Expense				-			-	-	-	-	-	-	-	-	-	-	-	
50140 Postage				-			-	-	-	-	-	-	-	-	-	-	-	
50150 R & M - Buildings				-			-	-	-	-	-	-	-	-	-	-	-	
50160 R & M - Office Equipment				-			-	-	-	-	-	-	-	-	-	-	-	
50170 Rent Expense				-			-	-	-	-	-	-	-	-	-	-	-	
50180 Telephone Expense				-			-	-	-	-	-	-	-	-	-	-	-	
50190 Travel Expense				-			-	-	-	-	-	-	-	-	-	-	-	
50200 Utilities				-			-	-	-	-	-	-	-	-	-	-	-	
50210 Permitting Costs	16			26,264			2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	
50220 Monitoring & Other Compliance Costs	16			562,264			46,855	46,855	46,855	46,855	46,855	46,855	46,855	46,855	46,855	46,855	46,855	
Total Overhead Expenses				1,590,780			132,565											
Total Operating Expenses				10,999,847			\$ 916,654											
60000 Charitable Donations				-			-	-	-	-	-	-	-	-	-	-	-	
60010 Contributions				-			-	-	-	-	-	-	-	-	-	-	-	
60020 Gain/Loss - Asset Disposal				-			-	-	-	-	-	-	-	-	-	-	-	
60030 Gain/Loss - Other				-			-	-	-	-	-	-	-	-	-	-	-	
60040 Interest Income				-			-	-	-	-	-	-	-	-	-	-	-	
60050 Discounts from Vendors				-			-	-	-	-	-	-	-	-	-	-	-	
Total Misc Income & Adjustments				-			-	-	-	-	-	-	-	-	-	-	-	
70000 Working Capital Amortization				-			-	-	-	-	-	-	-	-	-	-	-	
70010 Mustang Management				144,154			12,013	12,013	12,013	12,013	12,013	12,013	12,013	12,013	12,013	12,013	12,013	
70020 Penalties				-			-	-	-	-	-	-	-	-	-	-	-	
Total Taxes				144,154			12,013											
NET OPERATING INCOME				1,973,904			164,492											

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30, 2022)

Table 2 - Estimated MRF Employees & Labor Cost			4.99% 2017 CPI		3.94% 2018 CPI		8.93% Combined CPI					
MRF	Day MSW	2nd MSW/SS	3rd	Total	Hourly Wage	Annual Wage	Total Annual Wage	OT 1	0 Hours ove	1 Benefits	Total Unit Cost	Total Labor Cost
MRF Manager	1	-	-	1	\$ 49.02	101,962	101,962		58%	\$ 160,894	160,894	
Line Supervisor	1	1	-	2	\$ 27.23	56,645	113,291	N	71%	\$ 96,807	193,615	
FE Loader/Forklift Operator	4	4	1	9	\$ 21.79	45,316	407,846	N	82%	\$ 82,603	743,423	
Sorter	18	18		36	\$ 15.00	31,200	1,123,200	N	100%	\$ 62,407	2,246,650	
Spotter	2	-	-	2	\$ 15.00	31,200	62,400	N	100%	\$ 62,407	124,814	
Litter Crew	2	-	-	2	\$ 15.00	31,200	62,400	N	100%	\$ 62,407	124,814	
Mechanic	1	1	1	3	\$ 22.88	57,098	171,295		69%	\$ 96,578	289,733	
Maint & Equip Cleaning	2	2	2	6	\$ 15.00	37,440	224,640		85%	\$ 69,209	415,251	
Mechanic Helper	1	1	1	3	\$ 16.34	40,785	122,354		87%	\$ 76,351	229,052	
Electrician/Instrumentation	1	-	-	1	\$ 27.23	76,471	76,471		57%	\$ 120,004	120,004	
				-	\$ 12.50	31,200			105%	\$ 63,824	-	
Total FTE's	33	27	5	65			2,465,859				4,648,250	
MRF Management/Administration												
MRF Management/Administration	Day	2nd	3rd	Total	Hourly Wage	Annual Wage	Total Annual Wage	Benefits	Total Unit Cost	Total Labor Cost		
	General Manager	1	-	-	1 \$ 65.36	135,949	135,949		51%	\$ 205,931	205,931	
Compliance/Safety	1	-	-	1	\$ 32.68	67,974	67,974		63%	\$ 111,012	111,012	
Office Manager/Marketing	1	-	-	1	\$ 32.68	67,974	67,974		63%	\$ 111,012	111,012	
HR	1	-		1	\$ 32.68	67,974	67,974		63%	\$ 111,012	111,012	
Administrative/Collections	1	-	-	1	\$ 21.79	54,379	54,379		71%	\$ 93,207	93,207	
Total FTE's	5	-	-	5			394,251				632,174	
Total	38	27	5	70			2,860,110				5,280,424	

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30, 2022)

Table 3 - Estimated MRF Employee Benefits Cost

MRF													
Pension	Total	Medical	Total	Sick/Vac/Hol	Total	PR Tax	Total	Work Comp	Total	Benefits Exp	Total	Total Unit Cost	% Wage
8,157	8,157	18,235	18,235	14,510	14,510	10,482	10,482	7,548	7,548	58,932	58,932	160,894	58%
4,532	9,063	18,235	36,471	4,357	8,715	5,490	10,980	7,548	15,095	40,162	80,324	96,807	71%
3,625	32,628	18,235	164,119	3,486	31,373	4,392	39,530	7,548	67,928	37,286	335,577	82,603	82%
-	-	18,235	656,476	2,400	86,400	3,024	108,864	7,548	271,711	31,207	1,123,450	62,407	100%
-	-	18,235	36,471	2,400	4,800	3,024	6,048	7,548	15,095	31,207	62,414	62,407	100%
-	-	18,235	36,471	2,400	4,800	3,024	6,048	7,548	15,095	31,207	62,414	62,407	100%
4,568	13,704	18,235	54,706	3,660	10,980	5,468	16,405	7,548	22,643	39,479	118,438	96,578	69%
-	-	18,235	109,413	2,400	14,400	3,586	21,514	7,548	45,285	31,769	190,611	69,209	85%
3,263	9,788	18,235	54,706	2,614	7,843	3,906	11,718	7,548	22,643	35,566	106,698	76,351	87%
6,118	6,118	18,235	18,235	4,357	4,357	7,275	7,275	7,548	7,548	43,533	43,533	120,004	57%
-	-	18,235	-	3,700	-	3,141	-	7,548	-	32,624	-	63,824	105%
\$79,458		\$1,185,303		\$188,178		\$238,863		\$490,589		2,182,391			
MRF Management/Administration													
Pension	Total	Medical	Total	Sick/Vac/Hol	Total	PR Tax	Total	Work Comp	Total	Benefits Exp	Total	Total Unit Cost	% Wage
10,876	10,876	18,235	18,235	19,347	19,347	13,977	13,977	7,548	7,548	69,982	69,982	205,931	51%
5,438	5,438	18,235	18,235	5,229	5,229	6,588	6,588	7,548	7,548	43,038	43,038	111,012	63%
5,438	5,438	18,235	18,235	5,229	5,229	6,588	6,588	7,548	7,548	43,038	43,038	111,012	63%
5,438	5,438	18,235	18,235	5,229	5,229	6,588	6,588	7,548	7,548	43,038	43,038	111,012	63%
4,350	4,350	18,235	18,235	3,486	3,486	5,208	5,208	7,548	7,548	38,827	38,827	93,207	71%
\$ 31,540		\$ 91,177		\$ 38,519		\$ 38,949		\$ 37,738		\$ 237,923			
\$ 110,998		\$ 1,276,480		\$ 226,697		\$ 277,813		\$ 528,326		\$ 2,420,314			

TAJIGUAS RESOURCE RECOVERY PROJECT							
ESTIMATED MRF PROCESSING HOURS							
152,361 MSW + 33,446 CSSR + 4,910 SSOW + 00 Spot = 190,717 Total: Public Scenario 8A - 04/18/15							
Weeks	52	52	52	52	52	52	52
Days per week	5	5	5.5	5.5	6	5.5	6
Holidays	6	6	6	6	6	6	6
Operating days per year	254	254	280	280	306	280	306
Hours per Day	16	20	16	20	16	15.0	20
Breaks paid	0.5	0.75	0.5	0.75	0.5	1.0	0.75
Breaks not paid	1	1	1	1	1	1.0	1
Paid hours	15	19	15	19	15	14.0	19
Paid hours per year	3,810	4,826	4,200	5,320	4,590	3,920	5,814
Processing Hours per Day	14.5	18.25	14.5	18.25	14.5	13.0	18.25
Reserve for downtime	8%	8%	8%	8%	8%	8%	8%
Available processing hours	3,388	4,265	3,735	4,701	4,082	3,349	5,138

Incoming TPY	Processing capacity			Processing Hours Required			Hours Per Day 280 Days
	Low end	Average	High end	Worst	Average	Best	
SS	33,446	20.0	35.0	30.0	1,672	956	1,115
COMM dry	0	28.0	32.0	36.0	0	0	0
Res & Comm wet	132,361	50.0	70.0	70.0	2,647	1,891	1,891
Self-Haul	20,000	40.0	70.0	60.0	500	286	333
Spot Market	0	40.0	70.0	60.0	0	0	0
Total	185,807				4,820	3,132	3,339
							11.2 HPD

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30,

Table 4 - MRF Rolling Stock Cap Ex Budget

2022

Equipment Finance						MRF Equipment				
Equipment	Interest Rate	Par (M)	Term (Years)	Start Year	Payment	1st	CAT 980M	2	608,000	1,216,000
	5.00%	\$2,325,000	4	2021	655,678	1st	CAT 938K	1	106,000	106,000
	5.00%	\$2,441,250	4	2025	688,461	2nd	CAT 906H	1	305,000	305,000
	5.00%	\$2,563,313	4	2029	722,884	3rd	CAT M322D	1	352,000	352,000
Total	5.00%	\$4,766,250			1,344,139		CAT 2P6000	3	45,000	135,000
MRF1st							Utility Truck (Ford F350XL)	1	40,000	40,000
2022	\$2,325,000	539,428	116,250	655,678	1,785,572		Pickup Trucks (Ford F250 4WD)	2	30,000	60,000
2023	1,785,572	566,399	89,279	655,678	1,219,174		Mechanics Tools	1	45,000	45,000
2024	1,219,174	594,719	60,959	655,678	624,455		Sweeper (Tennant 800)	1	66,000	66,000
2025	624,455	624,455	31,223	655,678	-					2,325,000
2026	-	-	-	-	-		Estimated Steel Tariff Based Price Increase		0.0%	
2027	-	-	-	-	-		Prior Rolling Stock Budget		2,325,000	
2028	-	-	-	-	-		Revised Budget		2,325,000	
2029	-	-	-	-	-		Increase due to Steel Tariff Increase		-	
2030	-	-	-	-	-		Prior Payment		655,678	
2031	-	-	-	-	-		Revised Payment		655,678	
MRF 2nd							Increase due to Steel Tariff Increase		-	
2026	\$2,441,250	566,399	122,063	688,461	1,874,851		TPY		190,717	
2027	1,874,851	594,719	93,743	688,461	1,280,132		\$/Ton Tip Fee Impact		-	
2028	1,280,132	624,455	64,007	688,461	655,678					
2029	655,678	655,678	32,784	688,461	-					
2030	-	-	-	-	-					
2031	-	-	-	-	-					
2032	-	-	-	-	-					
2033	-	-	-	-	-					
2034	-	-	-	-	-					
2035	-	-	-	-	-					
MRF 3rd										
2030	\$2,563,313	594,719	128,166	722,884	1,968,594					
2031	1,968,594	624,455	98,430	722,884	1,344,139					
2032	1,344,139	655,678	67,207	722,884	688,461					
2033	688,461	688,461	34,423	722,884	-					
2034	-	-	-	-	-					
2035	-	-	-	-	-					
2036	-	-	-	-	-					

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30, 2022)

TAJIGUAS RESOURCE RECOVERY PROJECT Table 6 - ADF Operating P&L				21-'22 FY CPI	2.141%	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Revenue	Footnote	Assumptions		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10000 Processing Fee Revenue	1	\$32.74/Ton	4,910 t/a	160,777		13,398	13,398	13,398	13,398	13,398	13,398	13,398	13,398	13,398	13,398	13,398	
10010 Electricity Sales	2			2,069,229		172,436	172,436	172,436	172,436	172,436	172,436	172,436	172,436	172,436	172,436	172,436	
10020 Compost Sales - Good Quality				-		-	-	-	-	-	-	-	-	-	-	-	
10030 Compost Sales - Fair Quality				-		-	-	-	-	-	-	-	-	-	-	-	
10040 Waste Brokering				-		-	-	-	-	-	-	-	-	-	-	-	
10220 Recyclable Revenue Pass Through	3			-		-	-	-	-	-	-	-	-	-	-	-	
10230 Miscellaneous Income				-		-	-	-	-	-	-	-	-	-	-	-	
Total Revenue				2,230,006		185,834	185,834	185,834	185,834	185,834	185,834	185,834	185,834	185,834	185,834	185,834	
Expenses																	
20030 Cost of Goods Sold - Compost	4	-\$6.41/Ton	14,631 t/a	95,754		7,979	7,979	7,979	7,979	7,979	7,979	7,979	7,979	7,979	7,979	7,979	7,979
20040 MSW Pre-Treatment	5	\$1.07/Ton	46,274 t/a	50,475		4,206	4,206	4,206	4,206	4,206	4,206	4,206	4,206	4,206	4,206	4,206	4,206
20050 Compost Processing	6	\$3.20/Ton	73,800 t/a	241,500		20,125	20,125	20,125	20,125	20,125	20,125	20,125	20,125	20,125	20,125	20,125	20,125
Total Fees				387,729		\$ 24,331	\$ 24,331	\$ 24,331	\$ 24,331	\$ 24,331	\$ 24,331	\$ 24,331	\$ 24,331	\$ 24,331	\$ 24,331	\$ 24,331	
30000 Wages	7	2018 CPI	391,905			32,659	32,659	32,659	32,659	32,659	32,659	32,659	32,659	32,659	32,659	32,659	
30010 Overtime		2018 CPI	-			-	-	-	-	-	-	-	-	-	-	-	-
30020 Holiday, Vacation, Sick & Float Pay	8	2018 CPI	36,831			3,069	3,069	3,069	3,069	3,069	3,069	3,069	3,069	3,069	3,069	3,069	3,069
30030 Bonus Pay		2018 CPI	-			-	-	-	-	-	-	-	-	-	-	-	-
30040 Payroll Taxes	8	2018 CPI	38,586			3,216	3,216	3,216	3,216	3,216	3,216	3,216	3,216	3,216	3,216	3,216	3,216
30050 Pension Contribution	8	2018 CPI	31,353			2,613	2,613	2,613	2,613	2,613	2,613	2,613	2,613	2,613	2,613	2,613	2,613
30060 Medical/Life Insurance	8	2018 CPI	87,382			7,282	7,282	7,282	7,282	7,282	7,282	7,282	7,282	7,282	7,282	7,282	7,282
30070 Insurance - Workers' Comp	8	2018 CPI	52,429			4,369	4,369	4,369	4,369	4,369	4,369	4,369	4,369	4,369	4,369	4,369	4,369
30080 Employee Expenses - Education			-			-	-	-	-	-	-	-	-	-	-	-	-
30090 Employee Expenses - Medical			-			-	-	-	-	-	-	-	-	-	-	-	-
30100 Employee Expenses - Misc.			-			-	-	-	-	-	-	-	-	-	-	-	-
Total Employee Wages & Benefits				246,581													
40000 CHP supplemental LFG	9		66,423			5,535	5,535	5,535	5,535	5,535	5,535	5,535	5,535	5,535	5,535	5,535	5,535
40010 Finance Cost - Rolling Stock	10	5%	6 YrAmo	682,750		56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896
40020 Equipment Rental			-			-	-	-	-	-	-	-	-	-	-	-	-
40030 Insurance - Property/Liability	11	0.00%	47,768,000			-	-	-	-	-	-	-	-	-	-	-	-
40040 Insurance - Umbrella			-			21,010	1,751	1,751	1,751	1,751	1,751	1,751	1,751	1,751	1,751	1,751	1,751
40042 Insurance - Pollution			-			31,517	2,626	2,626	2,626	2,626	2,626	2,626	2,626	2,626	2,626	2,626	2,626
40050 Insurance - Vehicle/Mobile Equipment			-			79,842	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653
40060 O&M CHP (WES contract)	12		-			408,149	34,012	34,012	34,012	34,012	34,012	34,012	34,012	34,012	34,012	34,012	34,012
40070 Safety Equipment			-			-	-	-	-	-	-	-	-	-	-	-	-
40080 Consumables			-			173,339	14,445	14,445	14,445	14,445	14,445	14,445	14,445	14,445	14,445	14,445	14,445
40090 R & M - ADF Plant & Equipment			-			125,986	10,499	10,499	10,499	10,499	10,499	10,499	10,499	10,499	10,499	10,499	10,499
40100 R & M - Replacement Reserves			-			85,990	7,166	7,166	7,166	7,166	7,166	7,166	7,166	7,166	7,166	7,166	7,166
40110 Temporary Labor - Operations			-			-	-	-	-	-	-	-	-	-	-	-	-
40120 Uniforms			-			-	-	-	-	-	-	-	-	-	-	-	-
40130 Vehicle Licenses			-			-	-	-	-	-	-	-	-	-	-	-	-
40140 Process Electricity		2018 CPI	-			-	-	-	-	-	-	-	-	-	-	-	-
40150 Fuel	13	\$3.27/Gal	67,739 Gal/Yr	221,665		18,472	18,472	18,472	18,472	18,472	18,472	18,472	18,472	18,472	18,472	18,472	18,472
40160 Oil		2018 CPI	-			-	-	-	-	-	-	-	-	-	-	-	-
40170 R & M - Rolling Stock	14	6.8%	\$ 3,177,000	237,377		19,781	19,781	19,781	19,781	19,781	19,781	19,781	19,781	19,781	19,781	19,781	19,781
40180 Shop Supplies			-			-	-	-	-	-	-	-	-	-	-	-	-
40190 Tire Expense			-			-	-	-	-	-	-	-	-	-	-	-	-
40200 Trailer Expense			-			-	-	-	-	-	-	-	-	-	-	-	-
40210 O&M Performance Bond	15		-			79,841	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653
Operational Expenses						2,213,889	\$ 184,491										

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30, 2022)

TAJIGUAS RESOURCE RECOVERY PROJECT Table 6 - ADF Operating P&L				21-'22 FY CPI	2.141%	Jul 1	Aug 2	Sep 3	Oct 4	Nov 5	Dec 6	Jan 7	Feb 8	Mar 9	Apr 10	May 11	Jun 12
50000 Accounting Fees (Compliance)	16		26,264			2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	
50010 Advertising & Promotion			-			-	-	-	-	-	-	-	-	-	-	-	
50020 Amortization Expense/Operating Contingency	17		77,293			6,441	6,441	6,441	6,441	6,441	6,441	6,441	6,441	6,441	6,441	6,441	
50030 Computer Expense			-			-	-	-	-	-	-	-	-	-	-	-	
50040 Consulting Fees			-			-	-	-	-	-	-	-	-	-	-	-	
50050 Credit Card Processing Fees			-			-	-	-	-	-	-	-	-	-	-	-	
50060 Dues & Subscriptions			-			-	-	-	-	-	-	-	-	-	-	-	
50070 Legal Fees			-			-	-	-	-	-	-	-	-	-	-	-	
50080 Management Fee	18	\$4.11/Ton	82,000 t/a	344,578		28,715	28,715	28,715	28,715	28,715	28,715	28,715	28,715	28,715	28,715	28,715	
50090 Meals - 100%			-			-	-	-	-	-	-	-	-	-	-	-	
50100 Meals - 50%			-			-	-	-	-	-	-	-	-	-	-	-	
50110 Office Expense			-			-	-	-	-	-	-	-	-	-	-	-	
50120 Other Misc. Expenses			-			-	-	-	-	-	-	-	-	-	-	-	
50130 Pension Fee Expense			-			-	-	-	-	-	-	-	-	-	-	-	
50140 Postage			-			-	-	-	-	-	-	-	-	-	-	-	
50150 R & M - Buildings			-			-	-	-	-	-	-	-	-	-	-	-	
50160 R & M - Office Equipment			-			-	-	-	-	-	-	-	-	-	-	-	
50170 Rent Expense			-			-	-	-	-	-	-	-	-	-	-	-	
50180 Telephone Expense			-			-	-	-	-	-	-	-	-	-	-	-	
50190 Travel Expense			-			-	-	-	-	-	-	-	-	-	-	-	
50200 Utilities			-			-	-	-	-	-	-	-	-	-	-	-	
50210 Permitting Costs	19		26,264			2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	
50220 Monitoring & Other Compliance Costs	19		290,264			24,189	24,189	24,189	24,189	24,189	24,189	24,189	24,189	24,189	24,189	24,189	
Total Overhead Expenses			764,662			\$ 37,345											
Total Operating Expenses			4,004,765			299,374											
60000 Charitable Donations			-			-	-	-	-	-	-	-	-	-	-	-	
60010 Contributions (U.S.C.C./other)			-			-	-	-	-	-	-	-	-	-	-	-	
60020 Gain/Loss - Asset Disposal			-			-	-	-	-	-	-	-	-	-	-	-	
60030 Gain/Loss - Other			-			-	-	-	-	-	-	-	-	-	-	-	
60040 Interest Income			-			-	-	-	-	-	-	-	-	-	-	-	
60050 Discounts from Vendors			-			-	-	-	-	-	-	-	-	-	-	-	
Total Misc Income & Adjustments			-			-											
70000 Working Capital Amortization	10 Yrs	1,465,000	149,637			12,470	12,470	12,470	12,470	12,470	12,470	12,470	12,470	12,470	12,470	12,470	
70010 Mustang Management			50,196			4,183	4,183	4,183	4,183	4,183	4,183	4,183	4,183	4,183	4,183	4,183	
70020 Penalties			-			-	-	-	-	-	-	-	-	-	-	-	
Total Taxes			199,833			16,653											
NET OPERATING INCOME			(1,974,592)			(130,193)											

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30,

Table 8 - Estimated ADF Employees & Labor Cost **2.85% 2017** **2022)** **3.94% 2018 CPI** **8.93% Combined CPI**

AD Facility	Day	2nd	3rd	Total	Total	Annual Wage	Total		
							Annual Wage	Benefits	Total Unit Cost
Supervisor/System Monitor	1	-	-	1	\$ 49.02	101,962	101,962	50%	\$ 152,540
Windrow Specialist/Loader Opera	2	-	-	2	\$ 27.23	56,645	113,291	56%	\$ 88,454
FE Loader Operator	2	-	-	2	\$ 21.79	45,316	90,632	64%	\$ 74,249
Laborer	3	-	-	3	\$ 15.00	31,200	93,600	81%	\$ 56,549
Mulch Operations	-	-	-	-	\$ -	-	-	81%	\$ -
Total FTE's	8	-	-	8		399,485		\$ 248,109	647,594

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30,

Table 9 - Estimated ADF Employee Benefits Cost

2022)

Pension	Total	Medical	Total	Sick/Vac/Hol	Total	PR Tax	Total	Work			Total Unit		
								Comp	Total	Benefits Exp	Total	Cost	% Wage
8,157	8,157	10,893	10,893	14,510	14,510	10,482	10,482	6,536	6,536	50,579	50,579	50,579	50%
4,532	9,063	10,893	21,787	4,357	8,715	5,490	10,980	6,536	13,072	31,809	63,617	31,809	56%
3,625	7,251	10,893	21,787	3,486	6,972	4,392	8,784	6,536	13,072	28,933	57,865	28,933	64%
2,496	7,488	10,893	32,680	2,400	7,200	3,024	9,072	6,536	19,608	25,349	76,048	25,349	81%
\$ 31,959		\$ 87,147		\$ 37,396		\$ 39,319		\$ 52,288		\$ 248,109			

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30,

Table 10 - ADF Rolling Stock Cap Ex Budget

2022

Equipment Finance						AD Equipment			
Equipment	Interest Rate	Par (M)	Term (Years)	Start Year	Payment	1st	CAT 938M	2 305,000	610,000
	5.00%	\$3,177,000	6	2021	625,924	1st	CAT 938K	1 305,000	305,000
	5.00%	\$3,335,850	6	2027	657,221	2nd	Windrow Turner Verm CT1010	1 450,000	450,000
	5.00%	\$3,502,643	6	2033	690,082	3rd	Grinder Morbark 3800	1 550,000	550,000
Total	5.00%	\$6,512,850			1,283,145		eNoise Monitoring System	1 250,000	250,000
AD 1st							Tractor Freightliner	2 207,000	414,000
2022	Beg Principal	Principal	Interest	Payment	End Principal		Trailers Western	2 55,000	110,000
2022	\$3,177,000	467,074	158,850	625,924	2,709,926		Tractor Freightliner	2 194,000	388,000
2023	2,709,926	490,428	135,496	625,924	2,219,497		Trailers Globe End Dump	2 50,000	100,000
2024	2,219,497	514,950	110,975	625,924	1,704,548				3,177,000
2025	1,704,548	540,697	85,227	625,924	1,163,851		Estimated Steel Tariff Based Price Increase	0.0%	
2026	1,163,851	567,732	58,193	625,924	596,119		Prior Rolling Stock Budget	3,177,000	
2027	596,119	596,119	29,806	625,924	-		Revised Budget	3,177,000	
2028	-	-	-	-	-		Increase due to Steel Tariff Increase	-	
2029	-	-	-	-	-		Prior Payment	625,924	
2030	-	-	-	-	-		Revised Payment	625,924	
2031	-	-	-	-	-		Increase due to Steel Tariff Increase	0	
AD 2nd							TPY	190,717	
2028	Beg Principal	Principal	Interest	Payment	End Principal		\$/Ton Tip Fee Impact	0.00	
2028	\$3,335,850	490,428	166,793	657,221	2,845,422				
2029	2,845,422	514,950	142,271	657,221	2,330,472				
2030	2,330,472	540,697	116,524	657,221	1,789,775				
2031	1,789,775	567,732	89,489	657,221	1,222,043				
2032	1,222,043	596,119	61,102	657,221	625,924				
2033	625,924	625,924	31,296	657,221	-				
2034	-	-	-	-	-				
2035	-	-	-	-	-				
2036	-	-	-	-	-				
2037	-	-	-	-	-				
AD 3rd									
2034	Beg Principal	Principal	Interest	Payment	End Principal				
2034	\$3,502,643	514,950	175,132	690,082	2,987,693				
2035	2,987,693	540,697	149,385	690,082	2,446,996				
2036	2,446,996	567,732	122,350	690,082	1,879,264				
2037	1,879,264	596,119	93,963	690,082	1,283,145				
2038	1,283,145	625,924	64,157	690,082	657,221				
2039	657,221	657,221	32,861	690,082	-				

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30,

Table 11 - ADF Rolling Fuel Cost		2022											
MRF Equipment	#	Type	Eng HP	GPH	HPD	GPD	Ave Hours of Operation/Day	MPG	MPH	RT (miles)	# of Trips/Day	MPD	On/Off Site
Komptech Hurrikan S (&/or 2 screens)	1	Electric	47kw		4		8 am - 12 pm						
Compost-Screen Machine 612T	1	Diesel		84	5	6	30	8 am - 2 pm					
CAT 938M	2	Diesel	280	6	8	48	8 am - 2 pm			5			
CAT 938K	1	Diesel	173	2.7	4	11	12 pm - 4 pm						
Windrow Turner Verm CT1010	1	Diesel	215	12	4	48	8 am - 12 pm						
Grinder Morbark 3800	1	Electric			4	-	8 am - 12 pm						
eNoise Monitoring System	1												
Tractor Freightliner	2	CNG	400			76			6	60	114	2 454 Off	
Trailers Western	2	N/A											
Tractor Freightliner	2	Diesel	500	6	8	48			6	10	1.5	8.5 26 On	
Trailers Globe End Dump	2	N/A		0	0	-							
			26.7			261							
Assumptions													
52 Wks/Yr													
5 Days/Wk													
3.00 \$/Gal Diesel													
67,739 Gals/Yr													
203,216 \$/Yr													

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30, 2022)

TAJIGUAS RESOURCE RECOVERY PROJECT Table 13 - MRF & ADF Consolidated Operating P&L			Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Revenue	Footnote:	Assumptions	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10000 Processing Fee Revenue		6,245,004	520,417	520,417	520,417	520,417	520,417	520,417	520,417	520,417	520,417	520,417	520,417	520,417
10010 Recyclable Material Sales	1	7,033,679	586,140	586,140	586,140	586,140	586,140	586,140	586,140	586,140	586,140	586,140	586,140	586,140
10020 Compost Sales		-	-	-	-	-	-	-	-	-	-	-	-	-
10030 Electricity Sales		2,069,229	172,436	172,436	172,436	172,436	172,436	172,436	172,436	172,436	172,436	172,436	172,436	172,436
Total Revenue	2	15,347,912	1,278,993											
20030 ADF COGS - Compost	3	95,754	7,979	7,979	7,979	7,979	7,979	7,979	7,979	7,979	7,979	7,979	7,979	7,979
20040 MSW Pre-Treatment		50,475	4,206	4,206	4,206	4,206	4,206	4,206	4,206	4,206	4,206	4,206	4,206	4,206
20050 Compost Processing		241,500	20,125	20,125	20,125	20,125	20,125	20,125	20,125	20,125	20,125	20,125	20,125	20,125
20060 COGS- Ewaste, Uwaste, HHW	\$20/Ton	1,102 t/a	22,044	1,837	1,837	1,837	1,837	1,837	1,837	1,837	1,837	1,837	1,837	1,837
20070 COGS- Misc. Bulky Items	\$10/Ton	2,634 t/a	26,338	2,195	2,195	2,195	2,195	2,195	2,195	2,195	2,195	2,195	2,195	2,195
Total Fees		436,111	36,343											
30000 MRF Wages	4	2,979,813	248,318	248,318	248,318	248,318	248,318	248,318	248,318	248,318	248,318	248,318	248,318	248,318
30010 ADF Wages		391,905	32,659	32,659	32,659	32,659	32,659	32,659	32,659	32,659	32,659	32,659	32,659	32,659
30020 MRF Benefits	5	2,489,164	207,430	207,430	207,430	207,430	207,430	207,430	207,430	207,430	207,430	207,430	207,430	207,430
30030 ADF Benefits	6	246,581	20,548	20,548	20,548	20,548	20,548	20,548	20,548	20,548	20,548	20,548	20,548	20,548
Total Employee Wages & Benefits		6,107,463	508,955											
40000 CHP supplemental grid gas		66,423	5,535	5,535	5,535	5,535	5,535	5,535	5,535	5,535	5,535	5,535	5,535	5,535
40010 MRF Finance Cost - Rolling Stock		715,204	59,600	59,600	59,600	59,600	59,600	59,600	59,600	59,600	59,600	59,600	59,600	59,600
40020 ADF Finance Cost - Rolling Stock		682,750	56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896	56,896
40030 MRF Insurance		115,651	9,638	9,638	9,638	9,638	9,638	9,638	9,638	9,638	9,638	9,638	9,638	9,638
40040 ADF Insurance		132,369	11,031	11,031	11,031	11,031	11,031	11,031	11,031	11,031	11,031	11,031	11,031	11,031
40045 O & M - LFG CHP Expenses (condensate + siloxane)		481,140	40,095	40,095	40,095	40,095	40,095	40,095	40,095	40,095	40,095	40,095	40,095	40,095
40050 ADF Process Electricity		-	-	-	-	-	-	-	-	-	-	-	-	-
40055 Electricity/LFG CHP Fuel Expense		318,497	26,541	26,541	26,541	26,541	26,541	26,541	26,541	26,541	26,541	26,541	26,541	26,541
40060 MRF Fuel		507,093	42,258	42,258	42,258	42,258	42,258	42,258	42,258	42,258	42,258	42,258	42,258	42,258
40070 ADF Fuel		221,665	18,472	18,472	18,472	18,472	18,472	18,472	18,472	18,472	18,472	18,472	18,472	18,472
40080 ADF O&M CHP (WES contract)		408,149	34,012	34,012	34,012	34,012	34,012	34,012	34,012	34,012	34,012	34,012	34,012	34,012
40085 ADF - R&M Plant & Equipment, Consumables, Reserves		385,316	32,110	32,110	32,110	32,110	32,110	32,110	32,110	32,110	32,110	32,110	32,110	32,110
40090 MRF - R & M - MRF Equipment		1,083,558	90,296	90,296	90,296	90,296	90,296	90,296	90,296	90,296	90,296	90,296	90,296	90,296
40100 MRF - R & M - Rolling Stock	10	202,886	16,907	16,907	16,907	16,907	16,907	16,907	16,907	16,907	16,907	16,907	16,907	16,907
40110 ADF - R & M - Rolling Stock		237,377	19,781	19,781	19,781	19,781	19,781	19,781	19,781	19,781	19,781	19,781	19,781	19,781
40120 MRF Consumables (Bailing Wire)		261,789	21,816	21,816	21,816	21,816	21,816	21,816	21,816	21,816	21,816	21,816	21,816	21,816
40130 MRF O&M Performance Bond		204,855	17,071	17,071	17,071	17,071	17,071	17,071	17,071	17,071	17,071	17,071	17,071	17,071
40140 ADF O&M Performance Bond		79,841	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653	6,653
Operational Expenses		6,104,561	508,713											
50000 MRF Accounting Fees (Compliance)		26,263	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189
50010 ADF Accounting Fees (Compliance)		26,264	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189
50020 MRF Operating Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-
50030 ADF Operating Contingency		77,293	6,441	6,441	6,441	6,441	6,441	6,441	6,441	6,441	6,441	6,441	6,441	6,441
50040 MRF - Management Fee	11	975,989	81,332	81,332	81,332	81,332	81,332	81,332	81,332	81,332	81,332	81,332	81,332	81,332
50050 ADF - Management Fee		344,578	28,715	28,715	28,715	28,715	28,715	28,715	28,715	28,715	28,715	28,715	28,715	28,715
50055 MRF-Utilities		-	-	-	-	-	-	-	-	-	-	-	-	-
50055 ADF-Utilities		-	-	-	-	-	-	-	-	-	-	-	-	-
50060 MRF Permitting Costs		26,264	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189
50070 ADF Permitting Costs		26,264	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189	2,189
50080 MRF Monitoring & Other Compliance Costs		562,264	46,855	46,855	46,855	46,855	46,855	46,855	46,855	46,855	46,855	46,855	46,855	46,855
50090 ADF Monitoring & Other Compliance Costs		290,264	24,189	24,189	24,189	24,189	24,189	24,189	24,189	24,189	24,189	24,189	24,189	24,189
Total Overhead Expenses		2,355,441	196,287											
Total Operating Expenses		15,003,576	1,250,298											
Total Misc Income & Adjustments		-	-	-	-	-	-	-	-	-	-	-	-	-
70000 Working Capital Amortization (ADF Only)		149,637	12,470	12,470	12,470	12,470	12,470	12,470	12,470	12,470	12,470	12,470	12,470	12,470
70010 Mustang Management		194,350	16,196	16,196	16,196	16,196	16,196	16,196	16,196	16,196	16,196	16,196	16,196	16,196
Total Misc		343,987	28,666											
NET OPERATING INCOME		348	29											

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 -

Tajiguas Resource Recovery Project JUNE 30, 2022)

MRF electrical & maintenance cost breakdown

Mustang Renewable Power Ventures V2015.029.02							
Plant throughput	Per year	@ Cap/hr	Operating hours/Year		Baleable		
Tons input MSW	152361 Tpy	70 Tph	3,291		25%		
Tons input SS	33446 Tpy	30 Tph	1,115		75%		
Tons through the baler	63175 Tpy	17 Tph	3,716				
Skilled Repair labor cost	\$100.00						
Energy cost	\$0.14 per kw						
Maintenance & Replacements	Equipment replacements per shift/yr	Labor hrs required per shift/yr	units	# of hours operating	Equipment replacement cost	Labor for maintenance & repairs	Total
<i>Double line MSW System</i>							
Size reducer	\$140,000	520	2	2177	\$277,020	\$102,893	\$379,913
Trommels	\$20,000	104	2	3291	\$59,836	\$31,115	\$90,951
AWS screens	\$50,000	208	4	3291	\$299,223	\$124,477	\$423,700
Walair	\$7,500	26	2	3291	\$22,442	\$7,780	\$30,222
Magnets	\$2,500	26	5	3291	\$18,701	\$19,449	\$38,151
Eddy current	\$7,500	104	2	3291	\$22,442	\$31,119	\$53,561
Ballistics separators	\$10,000	104	4	3291	\$59,845	\$62,238	\$122,083
Bunkers	\$2,000	12	14	3291	\$41,891	\$25,135	\$67,026
Titech	\$2,500	26	10	3291	\$37,403	\$38,899	\$76,302
Film separation	\$5,000	52	1	3291	\$7,481	\$7,780	\$15,260
Dust collection	\$10,000	52	1	3291	\$14,961	\$7,780	\$22,741
Chain conveyors	\$3,500	52	8	3291	\$41,891	\$62,238	\$104,130
Slider / Throughed conveyors	\$1,500	12	55	3291	\$123,429	\$98,744	\$222,173
Sorting conveyors	\$2,500	12	8	3291	\$29,922	\$14,363	\$44,285
RBD Paper Dryer	\$35,000	40	1	3291	\$52,364	\$5,984	\$58,348
Controls	\$30,000	52	1	3291	\$44,883	\$7,780	\$52,663
Total MSW System					\$1,153,735	\$647,774	\$1,801,509
<i>RSS & CSS Front end system</i>							
OCC screen	\$5,000	52	1	1115	\$2,534	\$2,635	\$5,169
Slider / Throughed conveyors	\$1,500	12	15	1115	\$11,402	\$9,122	\$20,524
Sorting conveyors	\$2,500	12	3	1115	\$3,801	\$1,824	\$5,625
Total SS System					\$17,737	\$13,581	\$31,318
<i>HBC-120S Baling System :</i>							
Baler	\$15,000	208	1	3716	\$25,337	\$35,135	\$60,472
Chain conveyors	\$2,500	52	3	3716	\$12,669	\$26,351	\$39,020
Total Baling system					\$38,006	\$61,486	\$99,492
Estimated total MRF Equipment R&M/year & /ton					\$1,209,478	\$722,841	\$1,932,318
VDRS Recommended Repairs & Maintenance Budget				Year 1	35%	423,317	289,136
				Year 2	70%	846,634	180,710
				Year 3	100%	1,209,478	108,426
<i>Organics cleanup System (ADF/CMU Budget)</i>							
Slider / Throughed conveyors	\$1,500	12	8	2000	\$10,909	\$8,727	\$19,636
Organics screens	\$30,000	60	3	2000	\$81,818	\$16,364	\$98,182
Dtable	\$30,000	20	1	2000	\$27,273	\$1,818	\$29,091
Total Organics System					\$120,000	\$26,909	\$146,909
Estimated total MRF & CMU Equipment R&M/year & /ton					\$1,329,478	\$749,750	\$2,079,227
							\$11.19 per ton

Electrical	Total System HP	Nominal kw per hour	# of hours operating	Total kw cons	Demand Charge	Total energy cost	Energy cost per ton processed
Double line MSW System	2,000	1500	3291	4,937,179	\$48,000	\$739,205	4.85
RBD (1 unit)	220	165	2177	359,137	\$48,000	\$98,279	0.65
Dtable (1 units)	100	70	2000	140,000	\$48,000	\$67,600	0.44
RSS & CSS Front end system	300	200	1115	222,973	\$6,000	\$37,216	1.11
HBC-120S Baling System :	200	150	3716	557,424	\$14,400	\$92,439	1.46
Total System energy consumption				6,216,713	\$164,400	\$1,034,740	5.57 per ton

Baling wire	Baleable tons	Wire cost per ton	Total Wire cost	Wire cost per incoming ton
Process MSW	38,090	\$3.85	\$146,647	\$0.96
Process SS	25,085	\$3.85	\$96,575	\$2.89
Total system wire cost			\$243,223	\$1.31 per ton

ATTACHMENT B FOURTH AMENDED EXHIBIT H - CONTRACTOR'S PROFORMA YEAR 2 (JULY 1, 2021 - JUNE 30, 2022)
BEKON ADF O&M EXPENSE

Replacements Major Parts		Note	Replacement after x years	Replacement Costs after x years	\$/year
Major Generic / Recurring Plant Replacements			Replacement after year(s): 8	\$300,000	37,500
Minor Generic / Recurring Plant Replacements			Replacement after year(s): 3	\$85,000	28,333
Major CHP replacements			Replacement after year(s): 8	\$800,000	Included in WES Maint. Contract
Minor CHP replacements			Replacement after year(s): 3	\$180,000	Included in WES Maint. Contract
Major machinery replacements			Replacement after year(s): 6		to be determined by MSB
Minor machinery replacements			Replacement after year(s): 8		to be determined by MSB
Windrow turner	0	250,000 €	Replacement after year(s): 10	\$0	
Wheelloader	0	175,000 €	Replacement after year(s): 7	\$0	
Shredder	0	250,000 €	Replacement after year(s): 10	\$0	
Sieve	0	150,000 €	Replacement after year(s): 12	\$0	
Bag opener	0	150,000 €	Replacement after year(s): 8	\$0	
AD biofilter media exchange			Replacement after year(s): 5	\$65,000	13,000
...					78,833
...					
Operations / Service and Maintenance					
Biogas	Note	Costs per unit	Costs per year	Sensitivity increase (+); decrease (-)	Sensitivity Interval of changes
Ordinary Maintenance	excl. Replacements	n/a	170,000 \$/y	2.0%	after year(s): 1
Extraordinary Maintenance & Repairs	excl. Replacements	n/a	40,000 \$/y	2.0%	after year(s): 1
CHP		n/a	307,000 \$/y	2.0%	after year(s): 1
Excess Percolate		0.00 \$/gal	0 \$/y	2.0%	after year(s): 1
Utilities	e.g. auxiliary materials	n/a	25,000 \$/y	2.0%	after year(s): 1
Licenses, Testing		n/a	45,000 \$/y	2.0%	after year(s): 1
Plant consumables	Ferric chloride, H ₂ SO ₄	n/a	100,000 \$/y	2.0%	after year(s): 1
Active Carbon			65,000 \$/y	2.0%	after year(s): 1
Excess Leachate and condensate (scrubber excess, floor washdown)		0.00 \$/gal	0 \$/y	2.0%	after year(s): 1
Compost Screening Ordinary Maint & Repairs		n/a	120,000 \$/y	2.0%	after year(s): 1
					after year(s): 1
TOTAL Operations and Maintenance \$/y			872,000 \$/y		

377,000 \$/y In Budget
 495,000 \$/y Not included in Budget
 78,833 \$/y Replacement Reserves
573,833 \$/y Total Unbudgeted ADF Expenses
 Allocated
 165,000 \$/y Consumables
 78,833 \$/y Replacement Reserves
330,000 \$/y Maintenance & Repairs (35% Year 1, 70% year 2, 100% Year 3+)
495,000 \$/y

Bekon Recommended Repairs & Maintenance Budget	Consumables	Replacement Res	Maint & Repairs	Total
Year 1	165,000 \$/y	78,833 \$/y	115,500 \$/y	359,333 \$/y
Year 2	165,000 \$/y	78,833 \$/y	231,000 \$/y	474,833 \$/y
Year 3+	165,000 \$/y	78,833 \$/y	330,000 \$/y	573,833 \$/y

**Amended Exhibit I – Fourth
Amended Development Cost Detail**

Detailed Construction Cost Budget	Source	Revised Project Capital Cost with Approved Changes-CO #5				Revised Project Capital Cost with Approved Changes-CO #6				
		MRF	ADF/CMU	Total	Variance	MRF	ADF/CMU	Total	Variance	
Permits & Entitlements	Mustang	2,131,000	3,377,000	5,508,000	-	10,898,000	2,353,000	3,599,000	5,952,000	444,000
Design & Engineering	Mustang	1,920,000	3,470,000	5,390,000	-	MSB/Design Team	2,058,000	3,608,000	5,666,000	276,000
General Conditions & Site Work	Diani	8,433,000	9,813,000	18,246,000	-	DBC	8,433,000	9,813,000	18,246,000	-
Building	Diani	21,210,000	14,049,000	35,259,000	-	DBC	21,210,000	14,049,000	35,259,000	-
Plant Equipment & Construction	VDRS/Diani/Beko	26,400,000	21,466,000	47,866,000	-	VDRS/DBC	26,400,000	21,466,000	47,866,000	-
Solar Energy Facility	Mangan/Diani	1,900,000	-	1,900,000	-	DBC	1,900,000	-	1,900,000	-
Steel Tariff Increase		772,000	1,184,000	1,956,000	-	DBC	772,000	1,184,000	1,956,000	-
DBC Discount Based on CPI Maximum Allowed Amount		(247,000)	(247,000)	(494,000)	-		(247,000)	(247,000)	(494,000)	-
Contingency	Diani	820,000	520,000	1,340,000	-		820,000	520,000	1,340,000	-
EPC Wrap	Diani	1,190,000	920,000	2,110,000	-		1,190,000	920,000	2,110,000	-
Insurance (Construction & Startup)	AIG	490,500	490,500	981,000	-		490,500	490,500	981,000	-
Start-up & Acceptance	MarBorg & NP	125,000	175,000	300,000	-		125,000	175,000	300,000	-
Development Fee	Mustang	1,750,000	1,340,000	3,090,000	-		1,750,000	1,340,000	3,090,000	-
SCE Interconnect		-	1,150,000	1,150,000	-		-	1,150,000	1,150,000	-
Contract Administration	County	50,000	50,000	100,000	-		50,000	50,000	100,000	-
LFG Project by County (Optional)	County/(Diani)	-	9,275,000	9,275,000	-		-	9,275,000	9,275,000	-
Project Scope Changes		2,539,625	1,118,194	3,657,819	3,657,819		2,539,625	1,118,194	3,657,819	-
Additional Contingency		1,039,308	1,060,692	2,100,000	2,100,000		1,614,308	1,635,692	3,250,000	1,150,000
Total Costs		70,523,433	69,211,386	139,734,819	5,757,819		71,458,433	70,146,386	141,604,819	1,870,000
Mustang Budget		MRF	ADF/CMU	Totals	Variance		MRF	ADF/CMU	Totals	Variance
Permits & Entitlements		2,131,000	3,377,000	5,508,000	-		2,353,000	3,599,000	5,952,000	444,000
Design & Engineering		1,920,000	3,470,000	5,390,000	-	10,898,000	2,058,000	3,608,000	5,666,000	276,000
Development Fee		1,750,000	1,340,000	3,090,000	-		1,750,000	1,340,000	3,090,000	-
Mustang Budget		5,801,000	8,187,000	13,988,000	-		6,161,000	8,547,000	14,708,000	720,000
TOTAL COST LESS MSB BUDGET				125,746,819	5,757,819				126,896,819	1,150,000
Diani Budget		MRF	ADF/CMU	Totals			MRF	ADF/CMU	Totals	
GC & Site Work		8,433,000	9,813,000	18,246,000	-		8,433,000	9,813,000	18,246,000	-
Building		21,210,000	14,049,000	35,259,000	-		21,210,000	14,049,000	35,259,000	-
Plant Equipment & Construction			18,966,000	18,966,000	-			18,966,000	18,966,000	-
LFG Project			9,275,000	9,275,000	-			9,275,000	9,275,000	-
Solar Energy Facility		1,900,000		1,900,000	-		1,900,000		1,900,000	-
Steel Tariff Increase		772,000	1,184,000	1,956,000	-		772,000	1,184,000	1,956,000	-
DBC Discount Based on CPI Maximum Allowed Amount		(247,000)	(247,000)	(494,000)	-		(247,000)	(247,000)	(494,000)	-
		32,068,000	53,040,000	85,108,000	-		32,068,000	53,040,000	85,108,000	-
Contingency		1,859,308	1,580,692	3,440,000	2,100,000		2,434,308	2,155,692	4,590,000	1,150,000
EPC Wrap		1,190,000	920,000	2,110,000	-		1,190,000	920,000	2,110,000	-
		3,049,308	2,500,692	5,550,000	2,100,000		3,624,308	3,075,692	6,700,000	1,150,000
Project Scope Changes		2,539,625	1,118,194	3,657,819	-		2,539,625	1,118,194	3,657,819	-
Diani Budget		37,656,933	56,658,886	94,315,819	5,757,819		38,231,933	57,233,886	95,465,819	1,150,000
VDRS Budget		26,400,000	2,500,000	28,900,000	-		26,400,000	2,500,000	28,900,000	-
Diani + VDRS				123,215,819	5,757,819				124,365,819	1,150,000
SCE Interconnection				1,150,000	-				1,150,000	-
Insurance, start-up and acceptance, contract admin, currency hedge		665,500	715,500	1,381,000	-	2,531,000	665,500	715,500	1,381,000	-
County - MSB Investors WSA Contract Amount				125,746,819	5,757,819				126,896,819	1,150,000

EXHIBIT I
RESOURCE CENTER CAPITAL COST

DIANI BUILDING CORP. TRRP MRF BUILDING - OPTION 3 TAJIGUAS LANDFILL, SANTA BARBARA, CALIFORNIA					
 CONTRACTORS DIANI BUILDING CORP. <small>Santa Maria</small>					
**** BASE BID ****					
	DESCRIPTION	LABOR	EQUIPMENT/SUB	MATERIALS	TOTAL
	VISITOR CENTER & MRF OFFICES				
1	VISITOR AREA - THREE STORY WITH 2 EACH ENCLOSED STAIRWAYS	\$ -	\$ 1,705,239	\$ -	\$ 1,705,239
	MRF AREA & BUILDING				
1	STRUCTURAL EXCAVATION	\$ 6,211	\$ 11,600	\$ -	\$ 17,811
2	MAT SLAB CONCRETE - 12" THICK	\$ 415,929	\$ 78,697	\$ 712,469	\$ 1,207,095
3	FOOTINGS, PILES AND GRADE BEAMS	\$ 197,356	\$ 1,925,309	\$ 276,867	\$ 2,399,533
4	REINFORCING STEEL	\$ -	\$ 1,195,368	\$ -	\$ 1,195,368
5	PUSH WALLS, VAULTS, LOADING DOCK, RETAINING WALLS AND TRANSFER AREA	\$ 67,367	\$ 2,419,321	\$ 55,000	\$ 2,541,688
6	DOORS AND HATCHES	\$ 9,675	\$ 3,500	\$ 298,750	\$ 311,925
7	PRE-ENGINEERED METAL BUILDING	\$ 41,465	\$ 4,039,549	\$ -	\$ 4,081,014
8	PAINTING AND COATINGS	\$ -	\$ 137,830	\$ -	\$ 137,830
	TOTAL MRF AREA & BUILDING				\$ 11,892,264
	BIOFILTER AREA				
1	STRUCTURAL EXCAVATION	\$ 1,242	\$ 2,320	\$ -	\$ 3,562
2	MAT SLAB CONCRETE - 6" & 12" THICK	\$ 69,412	\$ 20,470	\$ 79,561	\$ 169,443
3	WALLS - 8" THICK	\$ 229,066	\$ 26,729	\$ 92,099	\$ 347,893
4	REINFORCING STEEL	\$ -	\$ 102,956	\$ -	\$ 102,956
5	BIOFILTER MATERIAL	\$ 137,160	\$ 326,833	\$ 53,000	\$ 516,993
6	BIOFILTER HUMIDIFIER AND DUST COLLECTION SYSTEM	\$ -	\$ 1,395,807	\$ -	\$ 1,395,807
7	BIOFILTER AREA PRE-ENGINEERED COVER	\$ -	\$ -	\$ -	\$ -
8	PAINTING AND COATINGS	\$ -	\$ 35,200	\$ -	\$ 35,200
	TOTAL BIOFILTER AREA				\$ 2,571,855
	PURGING/VENTILATION/UTILITIES				
1	MRF AREA VENTILATION SYSTEM	\$ -	\$ 1,582,774	\$ -	\$ 1,582,774
	ELECTRICAL, GROUNDING AND CONTROLS				
1	MRF AREA ELECTRICAL REQUIREMENTS	\$ -	\$ 1,353,298	\$ 15,000	\$ 1,368,298
	MISCELLANEOUS				
1	FIRE SPRINKLER SYSTEM AND MISTING SYSTEM	\$ -	\$ 414,873	\$ -	\$ 414,873
	TOTAL	\$ 1,174,882	\$ 16,777,674	\$ 1,582,746	\$ 19,535,302
0.0%	COLUMN TOTALS	\$ 1,174,882	\$ 16,777,674	\$ 1,582,746	\$ 19,535,302
6.0%	UNCERTAINTY/LIVING WAGE INCREASE (7/1/2016)	\$ 330,000	\$ -	\$ -	\$ 330,000
0.738%	DBC MARK-UP	\$ 90,293	\$ 1,006,660	\$ 94,965	\$ 1,191,918
	BOND - IF REQUIRED	\$ 11,774	\$ 131,269	\$ 12,383	\$ 155,426
	TOTAL BASE BID AMOUNT	\$ 1,607,000	\$ 17,916,000	\$ 1,690,000	\$ 21,210,000
		8%	84%	8%	100%

TARIFF INCREASE CALCULATION - MATERIAL ONLY			MATERIAL
REINFORCING STEEL			\$ 701,095
DOORS AND HATCHES			\$ 298,750
PRE-ENGINEERED METAL BUILDING			\$ 2,301,614
FIRE SPRINKLER SYSTEM AND MISTING SYSTEM			\$ 224,031
			\$ 3,525,491
TARIFF INCREASE CALCULATION - MATERIAL ONLY MRF	20.5%		\$ 722,726

EXHIBIT I
RESOURCE CENTER CAPITAL COST

DIANI BUILDING CORP.

TRRP AD FACILITY - OPTION 3

TAJIGUAS LANDFILL, SANTA BARBARA, CALIFORNIA



**** BASE BID ****		LABOR	EQUIPMENT/SUB	MATERIALS	TOTAL
DESCRIPTION					
TECHNOLOGY BUILDING					
CHP, WATER TREATMENT, GAS AND ELECTRICAL ROOMS	\$ -	\$ 683,693	\$ -	\$ 683,693	
CONTROL & CONFERENCE ROOM 2ND FLOOR	\$ -	\$ 126,574	\$ -	\$ 126,574	
TOTAL TECHNOLOGY BUILDING	\$ -	\$ 810,267	\$ -	\$ 810,267	
PERCOLATION TANK - 1 EACH 40' DIA X 24' HIGH & 1 EACH 46' DIA X 31' HIGH WITH 16' DIA INNER TANK					
STRUCTURAL EXCAVATION	\$ 1,242	\$ 2,320	\$ -	\$ 3,562	
MAT SLAB CONCRETE - 18" THICK	\$ 26,418	\$ 12,791	\$ 46,541	\$ 85,750	
WALLS - 12" THICK	\$ 246,527	\$ 42,817	\$ 113,206	\$ 402,550	
RAISED SLAB CONCRETE - 12" THICK	\$ 87,690	\$ 30,815	\$ 43,394	\$ 161,898	
REINFORCING STEEL	\$ -	\$ 118,432	\$ -	\$ 118,432	
INSULATION AND SIDING	\$ 80,862	\$ 15,783	\$ 77,747	\$ 174,392	
DOORS AND HATCHES	\$ 10,366	\$ -	\$ 27,225	\$ 37,591	
PAINTING AND COATINGS	\$ -	\$ 8,756	\$ -	\$ 8,756	
TOTAL PERCOLATION TANK	\$ 453,105	\$ 231,713	\$ 308,113	\$ 992,932	
DELIVERY AND MIXING AREAS					
STRUCTURAL EXCAVATION	\$ 1,863	\$ 3,480	\$ -	\$ 5,343	
MAT SLAB CONCRETE - 12" THICK	\$ 152,989	\$ 91,485	\$ 243,442	\$ 487,916	
PUSH WALLS - 16" THICK	\$ 634,325	\$ 108,219	\$ 373,114	\$ 1,115,658	
REINFORCING STEEL	\$ -	\$ 691,339	\$ -	\$ 691,339	
DOORS AND HATCHES	\$ 8,293	\$ 3,000	\$ 7,500	\$ 18,793	
DELIVERY AND MIXING AREAS PRE-ENGINEERED METAL BUILDING	\$ 47,266	\$ 1,224,251	\$ 28,317	\$ 1,299,834	
PAINTING AND COATINGS	\$ -	\$ 67,596	\$ -	\$ 67,596	
TOTAL DELIVERY AREA	\$ 844,736	\$ 2,189,370	\$ 652,373	\$ 3,686,480	
BIOFILTER AREA					
STRUCTURAL EXCAVATION	\$ 1,863	\$ 3,480	\$ -	\$ 5,343	
MAT SLAB CONCRETE - 6" THICK	\$ 33,354	\$ 5,510	\$ 29,200	\$ 68,065	
WALLS - 8" THICK	\$ 154,494	\$ 16,082	\$ 61,990	\$ 232,566	
REINFORCING STEEL	\$ -	\$ 52,047	\$ -	\$ 52,047	
BIOFILTER MATERIAL	\$ 74,532	\$ 48,000	\$ 28,800	\$ 151,332	
BIOFILTER HUMIDIFIER	\$ -	\$ 444,022	\$ -	\$ 444,022	
BIOFILTER AREA PRE-ENGINEERED COVER	\$ -	\$ -	\$ -	\$ -	
PAINTING AND COATINGS	\$ -	\$ 17,280	\$ -	\$ 17,280	
TOTAL BIOFILTER AREA	\$ 264,244	\$ 586,421	\$ 119,990	\$ 970,654	
DIGESTER AREA					
STRUCTURAL EXCAVATION	\$ 3,727	\$ 6,960	\$ -	\$ 10,687	
MAT SLAB CONCRETE, DRAINAGE & SUMPS - 24" THICK	\$ 340,384	\$ 130,882	\$ 793,852	\$ 1,265,118	
WALLS - 12" THICK	\$ 1,417,233	\$ 249,389	\$ 720,527	\$ 2,387,150	
RAISED SLAB CONCRETE - 24" THICK	\$ 868,549	\$ 166,003	\$ 690,275	\$ 1,724,828	
REINFORCING STEEL	\$ -	\$ 1,332,105	\$ -	\$ 1,332,105	
MISCELLANEOUS STEEL STAIRS, HANDRAILS AND PIPING COVER	\$ -	\$ 77,881	\$ 91,425	\$ 169,306	
INSULATION AND ROOFING	\$ 120,802	\$ 88,530	\$ 108,156	\$ 317,487	
PAINTING AND COATINGS	\$ -	\$ 41,725	\$ -	\$ 41,725	
TOTAL DIGESTER AREA	\$ 2,750,695	\$ 2,093,476	\$ 2,404,235	\$ 7,248,406	
TOTAL CONSTRUCTION WORKS	\$ 4,312,780	\$ 5,911,247	\$ 3,484,712	\$ 13,708,739	
MECHANICAL SYSTEM DETAIL					
PNEUMATICS					
COMPRESSORS AND REGULATOR PANELS	\$ 15,120	\$ -	\$ 11,002	\$ 26,122	
EBRO VALVES AND AIR SERVICE	\$ 27,510	\$ -	\$ 117,616	\$ 145,126	
PERCOLATE AIR SYSTEM	\$ 17,640	\$ -	\$ 57,949	\$ 75,589	
DIGESTER DOOR AIR SYSTEM	\$ 10,808	\$ -	\$ 2,601	\$ 13,409	
BEKON COMPRESSED AIR	\$ -	\$ -	\$ 53,450	\$ 53,450	
TOTAL PNEUMATICS	\$ 71,078	\$ -	\$ 242,619	\$ 313,697	
BIOGAS					
ATTIC AREA	\$ 107,415	\$ -	\$ 62,086	\$ 169,501	
CLEANING SYSTEM	\$ 39,060	\$ -	\$ 25,356	\$ 64,416	
ENGINE ROOM	\$ 10,815	\$ -	\$ 5,538	\$ 16,353	
FLARE PIPING	\$ 50,610	\$ 1,800	\$ 28,599	\$ 81,009	
CONDENSATE COLLECTION	\$ 19,530	\$ -	\$ 6,871	\$ 26,401	
ZTOF FLARE SYSTEM - 5' x 50'	\$ -	\$ 35,000	\$ 242,750	\$ 277,750	
CARBON FILTER AND ACID SCRUBBER	\$ -	\$ 10,000	\$ 50,000	\$ 60,000	
BEKON BIOGAS MATERIAL PRICING	\$ -	\$ -	\$ 199,478	\$ 199,478	
TOTAL BIOGAS	\$ 227,430	\$ 46,800	\$ 620,677	\$ 894,907	
HEATING/COOLING					
DIGESTER PEX SYSTEM	\$ 360,045	\$ 8,500	\$ 98,023	\$ 466,568	
PERCOLATE TANK 1 AND 2 PEX SYSTEM	\$ 85,995	\$ -	\$ 19,532	\$ 105,527	
ENGINE ROOM	\$ 103,320	\$ 25,000	\$ 76,356	\$ 204,676	
BEKON HEATING SYSTEM	\$ -	\$ -	\$ 272,264	\$ 272,264	
TOTAL HEATING/COOLING	\$ 549,360	\$ 33,500	\$ 466,174	\$ 1,049,034	
PERCOLATE					
MAIN PIPING SYSTEM WITH PUMP	\$ 97,440	\$ -	\$ 103,127	\$ 200,567	
FLOW STATION AND FILTRATION SYSTEM (EXCLUDES FILTERS)	\$ 22,260	\$ -	\$ 21,502	\$ 43,762	

EXHIBIT I
RESOURCE CENTER CAPITAL COST

DIANI BUILDING CORP.

TRRP AD FACILITY - OPTION 3

TAJIGUAS LANDFILL, SANTA BARBARA, CALIFORNIA



**** BASE BID ****				
DESCRIPTION	LABOR	EQUIPMENT/SUB	MATERIALS	TOTAL
DIGESTER SPRAY AND SUMP SYSTEM	\$ 162,540	\$ -	\$ 75,282	\$ 237,822
BEKON PERCOLATE SYSTEM	\$ -	\$ -	\$ 274,250	\$ 274,250
TOTAL PERCOLATE	\$ 282,240	\$ -	\$ 474,160	\$ 756,400
PURGING/VENTILATION				
DIGESTER VENTILATION SYSTEM	\$ 188,324	\$ 46,000	\$ 508,871	\$ 743,195
MIXING AREA VENTILATION SYSTEM	\$ 199,997	\$ 5,750	\$ 186,088	\$ 391,835
DELIVERY AREA VENTILATION SYSTEM	\$ 77,700	\$ 5,750	\$ 111,275	\$ 194,725
PAPER DRYING HEATING SYSTEM	\$ -	\$ -	\$ -	\$ -
GENERATOR BREECHINGS	\$ 12,700	\$ 2,150	\$ 19,500	\$ 34,350
VENTILATION SYSTEM	\$ -	\$ -	\$ 346,302	\$ 346,302
TOTAL PURGING/VENTILATION	\$ 478,721	\$ 59,650	\$ 1,172,036	\$ 1,710,407
HYDRAULIC DOOR SYSTEM				
HYDRAULIC DOOR INSTALLATION, SUPPLY AND INSTALL GATES	\$ 33,172	\$ 64,000	\$ 2,000	\$ 99,172
PUMP, TUBING, CONTROLLERS AND HOSES	\$ -	\$ -	\$ -	\$ -
HYDRAULIC CYLINDERS	\$ -	\$ -	\$ -	\$ -
BEKON DIGESTER DOORS	\$ -	\$ -	\$ 560,000	\$ 560,000
TOTAL HYDRAULICS	\$ 33,172	\$ 64,000	\$ 562,000	\$ 659,172
ELECTRICAL, GROUNDING AND CONTROLS				
DELIVERY AND MIXING AREA GENERAL ELECTRICAL REQUIREMENTS	\$ -	\$ 429,446	\$ -	\$ 429,446
BIOFILTER AREA GENERAL ELECTRICAL REQUIREMENTS	\$ -	\$ 43,913	\$ -	\$ 43,913
CONTROLS, WIRING AND GROUNDING	\$ 343,750	\$ 56,250	\$ 311,569	\$ 711,569
UTILITY CONNECTION COSTS			\$ -	\$ -
ELECTRICAL AND CONTROL SYSTEM INCLUDING LICENSES			\$ 583,257	\$ 583,257
TOTAL ELECTRICAL	\$ 343,750	\$ 529,609	\$ 894,826	\$ 1,768,184
MISCELLANEOUS				
GE JENBACHER ENGINE (INCLUDES INSTALL, STACKS, EXHAUST AIR TREATMENT)	\$ -	\$ 672,025	\$ 2,223,450	\$ 2,895,475
GE JENBACHER BEARING REPLACEMENT PER GE GUIDANCE			\$ 238,362	\$ 238,362
FIRE SPRINKLER SYSTEM	\$ -	\$ 142,422	\$ -	\$ 142,422
MISCELLANEOUS STEEL EMBEDS	\$ -	\$ 155,700	\$ 124,300	\$ 280,000
BEKON ADD ADF SPARE PARTS INVENTORY - OPERATIONAL REQ	\$ -	\$ -	\$ 80,000	\$ 80,000
TOTAL MISCELLANEOUS	\$ -	\$ 970,147	\$ 2,666,112	\$ 3,636,259
TOTAL	\$ 6,298,531	\$ 7,614,953	\$ 10,583,316	\$ 24,496,800
COLUMN TOTALS	\$ 6,298,531	\$ 7,614,953	\$ 10,583,316	\$ 24,496,800
UNCERTAINTY/LIVING WAGE INCREASE (7/1/2016)	\$ 340,000	\$ -	\$ -	\$ 340,000
DBC MARK-UP	\$ 398,312	\$ 456,897	\$ 634,999	\$ 1,490,208
BOND - IF REQUIRED	\$ 46,490	\$ 56,207	\$ 78,117	\$ 180,814
TOTAL BASE BID AMOUNT	\$ 7,083,000	\$ 8,128,000	\$ 11,296,000	\$ 26,508,000
	27%	31%	43%	100%
CONTINGENCY		\$ -	\$ -	
TRAVEL COSTS, INSURANCES, BONDS				
DESIGN/ENGINEERING - CA TEAM (in Pre-Dev Budget)			\$ -	
DESIGN/ENGINEERING - BEKON (in Pre-Dev Budget)			\$ -	
BEKON LICENSE FEE, Supply, commissioning			2,684,144	
Total Design, Engineering & BEKON Fees			2,684,144	
TOTAL PRICE (USD)			\$ 29,190,000	

PER DOLLAR COSTS

\$ 0.21

TARIFF INCREASE CALCULATION - MATERIAL ONLY	% OF TOTAL	MATERIAL	LINE ITEM ALLOCATION
REINFORCING STEEL	29%	\$ 1,184,719	\$ 242,867.47
INSULATION AND SIDING	2%	\$ 77,747	\$ 15,938.19
DOORS AND HATCHES	1%	\$ 34,725	\$ 7,118.63
DELIVERY AND MIXING AREAS PRE-ENGINEERED METAL BUILDING	17%	\$ 701,449	\$ 143,797.10
MISCELLANEOUS STEEL STAIRS, HANDRAILS AND PIPING COVER	2%	\$ 91,425	\$ 18,742.19
BEKON DIGESTER DOORS	14%	\$ 560,000	\$ 114,800.07
MISCELLANEOUS STEEL EMBEDS AND EXHAUST STACKS	4%	\$ 184,300	\$ 37,781.52
BEKON SUPPLIED STEEL MATERIALS	30%	\$ 1,225,744	\$ 251,277.67
FIRE SPRINKLER SYSTEM	2%	\$ 76,908	\$ 15,766.16
	100%	\$ 4,137,017	\$ 848,089.00
TARIFF INCREASE CALCULATION - MATERIAL ONLY ADF	20.5%		\$ 848,089

EXHIBIT I
RESOURCE CENTER CAPITAL COST

DIANI BUILDING CORP.

COUNTY OF SANTA BARBARA - LANDFILL GAS GENERATORS - 2 EACH
TAJIGUAS LANDFILL, SANTA BARBARA, CALIFORNIA



**** BASE BID ****		DESCRIPTION	LABOR	EQUIPMENT/SUB	MATERIALS	TOTAL
LANDFILL GAS GENERATORS - 2 X 420 (GE Jen)						
1	CHP, FLARE AND ELECTRICAL SWITCH GEAR PAD	\$ -	\$ 196,858	\$ -	\$ 196,858	
2	LF GAS PIPING TO ENGINES FROM COUNTY POC (COASTAL ZONE)	\$ 16,223	\$ -	\$ 12,398	\$ 28,620	
3	LFG CONDENSATE/SILOXANE REMOVAL SYSTEM PIPING	\$ 32,445	\$ -	\$ 24,795	\$ 57,240	
4	FLARE PIPING	\$ 75,915	\$ 2,700	\$ 64,027	\$ 142,642	
5	ZTOF FLARE SYSTEM - 7' x 50', WITH FENCED ENCLOSURE - 1	\$ -	\$ 59,000	\$ 257,750	\$ 316,750	
6	CONDENSATE COLLECTION (CHP CONTAINERS)	\$ 29,295	\$ -	\$ 15,383	\$ 44,678	
7	CONTROLS, WIRING AND GROUNDING	\$ 128,906	\$ 21,094	\$ 116,838	\$ 266,838	
8	CONTAINERIZED GE JENBACHER ENGINE (INCLUDES, EXHAUST AIR T	\$ -	\$ 953,071	\$ 3,455,460	\$ 4,408,531	
9	SITE ELECTRICAL	\$ -	\$ 1,412,143	\$ -	\$ 1,412,143	
10	ELECTRICAL DESIGN ALLOWANCE	\$ -	\$ 70,000	\$ -	\$ 70,000	
	TOTAL	\$ 282,784	\$ 2,714,866	\$ 3,946,650	\$ 6,944,299	
5.0%	COLUMN TOTALS	\$ 282,784	\$ 2,714,866	\$ 3,946,650	\$ 6,944,300	
6.0%	UNCERTAINTY	\$ 14,139	\$ 135,743	\$ 197,333	\$ 347,215	
0.75%	DBC MARK-UP	\$ 17,815	\$ 171,037	\$ 248,639	\$ 437,491	
	BOND - IF REQUIRED	\$ 2,134	\$ 20,484	\$ 29,777	\$ 52,395	
	TOTAL BASE BID AMOUNT	\$ 317,000	\$ 3,042,000	\$ 4,422,000	\$ 7,781,000	

Revised Diani LFG Budget at 10/12/17

CHP Engines - Containerized GE 416 & GE 412 (incl. CEMS & Condensate &	1	4,939,957
Flare (John Zink) 1 @ 7' X50' 1,300 SCFM capacity	1	354,933
Site Work/Slabs (Diani)	1	220,588
Mechanical/Piping (Diani)	1	306,110
Site Electrical (switch gear/transformers/line to ADF)	1	1,582,370
Controls, Wiring and Grounding (Diani)	1	299,004
Electrical Design	1	78,438
Total DBC LFG Scope		7,780,000

Piping, valves, etc. for LFG to AD	75,000
LFG supply, compress & pretreat	In DBC -
CEMS Adder	In DBC -
SCE interconnect	600,000
SCE transmission lines & meter upgrade (part of interconnect)	300,000
permitting, excl. ERCs	120,000
plan, engineer, commission	300,000
SBC staff	100,000
Sub-total County Scope	1,495,000
Total LFG Project	9,275,000

EXHIBIT I
RESOURCE CENTER CAPITAL COST

DIANI BUILDING CORP.

COMPOSTING MANAGEMENT UNIT - OPTION 3
TAJIGUAS LANDFILL, SANTA BARBARA, CALIFORNIA



**** BASE BID ****		LABOR	EQUIPMENT/SUB	MATERIALS	TOTAL
	DESCRIPTION				
	SITE WORK				
1	GRADING, AC PAVING AND FENCING	\$ -	\$ 1,729,167	\$ -	\$ 1,729,167
2	SITE UTILITIES - WATER, STORM DRAIN, TANKS	\$ -	\$ 1,112,629	\$ -	\$ 1,112,629
3	STORM WATER PREVENTION RUN OFF COLLECTION	\$ -	\$ 73,500	\$ -	\$ 73,500
4	STATIONARY TARP STORAGE SYSTEM	\$ -	\$ -	\$ 392,000	\$ 392,000
5	DIGESTATE CONVEYOR FROM ADF TO CMU (BEKON)		\$ 275,000		\$ 275,000
	TOTAL	\$ -	\$ 3,190,296	\$ 392,000	\$ 3,582,296
0.0%	COLUMN TOTALS	\$ -	\$ 3,190,296	\$ 392,000	\$ 3,582,296
6.0%	UNCERTAINTY	\$ -	\$ -	\$ -	\$ -
0.74%	DBC MARK-UP	\$ -	\$ 191,418	\$ 23,520	\$ 214,938
	BOND - IF REQUIRED	\$ -	\$ 24,961	\$ 2,893	\$ 27,854
	TOTAL BASE BID AMOUNT	\$ -	\$ 3,407,000	\$ 418,000	\$ 3,825,000

	Prior	Revised	Variance
Diani Building Corp. Contract Budget			
General Conditions & Site Work	\$ 17,696,000	\$ 18,246,000	\$ 550,000
MRF Building	\$ 21,030,000	\$ 21,210,000	\$ 180,000
ADF Building & Systems	\$ 28,990,000	\$ 29,190,000	\$ 200,000
CMU Development Cost	\$ 3,824,000	\$ 3,825,000	\$ 1,000
Solar Energy Facility	\$ 1,900,000	\$ 1,900,000	\$ -
LFG CHP Engines - 2 Each	\$ 9,275,000	\$ 9,275,000	\$ -
Tariff Increase - Steel Material only	\$ -	\$ 1,956,000	\$ 1,956,000
Discount based on CPI Maximum Allowed Amount		\$ (494,000)	\$ (494,000)
Sub-Total Diani Budget (Hard Cost)	\$ 82,715,000	\$ 85,108,000	\$ 2,393,000
Contingency	\$ 1,340,000	\$ 1,340,000	\$ -
EPC Wrap	\$ 2,110,000	\$ 2,110,000	\$ -
Total Diani Budget (Hard & Soft Cost)	\$ 86,165,000	\$ 88,558,000	\$ 2,393,000

EXHIBIT I
RESOURCE CENTER CAPITAL COST

DIANI BUILDING CORP.

MRF/ADF - GENERAL CONDITIONS AND SITE WORK - OPTION 3
TAJIGUAS LANDFILL, SANTA BARBARA, CALIFORNIA



**** BASE BID ****		DESCRIPTION	LABOR	EQUIPMENT/SUB	MATERIALS	TOTAL
GENERAL CONDITIONS						
1	GENERAL CONDITIONS	\$ 1,466,214	\$ 356,090	\$ 102,500	\$ 1,924,804	
2	PRECONSTRUCTION SERVICES	\$ 57,700	\$ -	\$ 18,750	\$ 76,450	
3	QUALITY CONTROL & TESTING	\$ 94,567	\$ 116,301	\$ -	\$ 210,868	
4	13 MOS CARRY (MAR 2017-MAR 2018)-ADJUSTED - \$250,000	\$ 437,148	\$ 1,950	\$ 21,840	\$ 460,938	
5	8 MOS CARRY (APRIL 2018-NOV 2018)	\$ 422,209	\$ 1,200	\$ 13,440	\$ 436,849	
					\$ 3,109,910	
SITE WORK						
1	CLEARING, EXCAVATION, GRADING AND CONC/AC PAVING	\$ -	\$ 4,378,485	\$ -	\$ 4,378,485	
2	SITE UTILITIES - TANKS, SEWER, WATER AND STORM DRAIN	\$ 55,000	\$ 3,980,650	\$ 256,755	\$ 4,292,404	
3	RETENTION AREA AND STORM WATER RUN OFF COLLECTION	\$ -	\$ 141,960	\$ -	\$ 141,960	
4	EXTERIOR CHILLER PADS - ON CHP ROOF	\$ -	\$ -	\$ -	\$ -	
5	SITE CONCRETE, SOG, RETAINING WALLS	\$ 101,489	\$ 1,821,988	\$ 40,825	\$ 1,964,302	
6	REINFORCING STEEL	\$ -	\$ 782,917	\$ -	\$ 782,917	
7	SITE ELECTRICAL	\$ -	\$ 2,421,843	\$ -	\$ 2,421,843	
					\$ 13,981,912	
	TOTAL	\$ 2,634,328	\$ 14,003,384	\$ 454,110	\$ 17,091,822	
0.0%	COLUMN TOTALS	\$ 2,634,328	\$ 14,003,384	\$ 454,110	\$ 17,091,822	
6.0%	UNCERTAINTY	\$ -	\$ -	\$ -	\$ -	
0.75%	DBC MARK-UP	\$ 158,060	\$ 840,203	\$ 27,247	\$ 1,025,510	
	BOND - IF REQUIRED	\$ 19,876	\$ 105,655	\$ 3,426	\$ 128,957	
	TOTAL BASE BID AMOUNT	\$ 2,812,000	\$ 14,949,000	\$ 485,000	\$ 18,246,000	

GCC Delay Costs		\$ 466,000
Carry adjustment excluding DBC markup & Bond	234,114	

TARIFF INCREASE CALCULATION - MATERIAL ONLY			MATERIAL
REINFORCING STEEL			\$ 422,775
			\$ 422,775
TARIFF INCREASE CALCULATION - MATERIAL ONLY SITWORK	20.5%		\$ 86,669

EXHIBIT I
RESOURCE CENTER CAPITAL COST

		DIANI BUILDING CORP. TAJIGUAS RESOURCE RECOVERY PROJECT JOB NO. 216010		
APPROVED PROJECT CHANGES				
LINE ITEM	DESCRIPTION	CONTRACT AMOUNT (7/16/2020)	MRF	ADF/CMU
131	MRF equipment fire sprinklers	45,692.00	45,692.00	
132	Extra MRF Hydrant	47,767.00	47,767.00	
133	Organics Bunker	42,901.00	42,901.00	
134	Water Well 5 Power Refeed	38,243.00		38,243.00
135	Second MRF Scale	54,505.00	54,505.00	
136	MW-10 Replacement	5,000.00	5,000.00	
137	Water Tank Connection	4,061.00	4,061.00	
138	John Kular Added Design Costs	40,000.00	40,000.00	
139	MEP install scaffolding	75,000.00	75,000.00	
140	Extend LFG Vent Piping	12,398.00		12,398.00
141	LFG System Changes	987,829.00	987,829.00	
142	LCRS 5 Power	15,934.00	15,934.00	
143	Diani Rain Delay - GENERAL CONDITIONS	245,489.00	122,744.50	122,744.50
144	Diani Force Majeure - GENERAL CONDITIONS	490,000.00	245,000.00	245,000.00
145	IEM – Tariff	350,000.00	254,545.45	95,454.55
146	Smith MEP - Tariff	325,000.00	220,646.26	104,353.74
147	Anderson – Tariff	400,000.00		400,000.00
149	BEKON – Tariff	100,000.00		100,000.00
DIRECT PAYMENT SUBTOTAL		3,279,819.00	2,161,625.21	1,118,193.79
148	VDRS - Tariff	378,000.00	378,000.00	
DIRECT PAYMENT SUBTOTAL		3,657,819.00	2,539,625.21	1,118,193.79
150	Contingency	2,100,000.00	1,039,307.63	1,060,692.37
CONTINGENCY SUBTOTAL		2,100,000.00	1,039,307.63	1,060,692.37
GRAND TOTAL		5,757,819.00	3,578,932.84	2,178,886.16
DIRECT PAYMENT SUBTOTAL		3,279,819		
CONTINGENCY SUBTOTAL		2,100,000		
TOTAL CHANGE ORDER AMOUNT		5,379,819		
3rd Amendment, 9/18/2018		119,989,000		
5th Amendment July 2020			125,368,819	

EXHIBIT I
RESOURCE CENTER CAPITAL COST

		DIANI BUILDING CORP. TAJIGUAS RESOURCE RECOVERY PROJECT JOB NO. 216010		
APPROVED PROJECT CHANGES				
LINE ITEM	DESCRIPTION	CONTRACT AMOUNT (9/3/2021)	MRF	ADF/CMU
131	MRF equipment fire sprinklers			
132	Extra MRF Hydrant			
133	Organics Bunker			
134	Water Well 5 Power Refeed			
135	Second MRF Scale			
136	MW-10 Replacement			
137	Water Tank Connection			
138	John Kular Added Design Costs			
139	MEP install scaffolding			
140	Extend LFG Vent Piping			
141	LFG System Changes			
142	LCRS 5 Power			
143	Diani Rain Delay - GENERAL CONDITIONS			
144	Diani Force Majeure - GENERAL CONDITIONS			
145	IEM – Tariff			
146	Smith MEP - Tariff			
147	Anderson – Tariff			
149	BEKON – Tariff			
DIRECT PAYMENT SUBTOTAL		-	-	-
148	VDRS - Tariff			
DIRECT PAYMENT SUBTOTAL		-	-	-
150	Contingency-COVID & Other Delay Costs	1,150,000.00	575,000.00	575,000.00
CONTINGENCY SUBTOTAL		1,150,000.00	575,000.00	575,000.00
GRAND TOTAL		1,150,000.00	575,000.00	575,000.00
DIRECT PAYMENT SUBTOTAL		-		
CONTINGENCY SUBTOTAL		1,150,000		
TOTAL CHANGE ORDER AMOUNT		1,150,000		
5th Amendment July 2020		125,746,819		
			1,870,000	
6th Amendment September 2021		127,616,819		
Less MSB Portion of 6th Amendment CO		720,000		
Total Cost Net of MSB Budget		126,896,819		

EXHIBIT I
RESOURCE CENTER CAPITAL COST

	VDRS MRF Equipment Cost Budget	\$
Sorting Line:		
10	Size Reducer SSI	725,000
20	Feed conveyor Unders Size Reducer HBT1200/1800*16000	84,027
	Chain lubrication	1,648
30	Incline conveyor HBT1200/1800*16100	97,951
	Chain lubrication	1,648
40	3D trommel screen	615,461
50	Maintenance platform 3D Screens	72,697
60	Discharge conveyor Overs 3D Screens HBGT250/1400*12400	48,973
70	Quality control conveyor Overs 3D Trommel HBGT250/1400*21750	64,088
80	Sorting platform	186,445
90	Discharge conveyor Ferrous HBGT250/800*10400	31,502
100	Transfer conveyor Ferrous HBGT250/800*18250	45,604
110	Quality control conveyor Wood HBGT250/1400*18750	64,588
120	Quality control platform Wood	39,567
130	Trommel Unders Conveyor TB 1600*9500	62,990
	Scraper inside conveyor	585
	Stainless Steel section	22,087
140	Top belt magnet HBM LD500.1600/1600	75,594
150	Discharge conveyor Ferrous HBGT250/800*14400	37,356
160	Incline conveyor to AWS Screen HBT1200/1600*10000	59,316
	Drainge plate for dirt	996
	Chain lubrication	1,648
170	AWS 550 2540*9000	199,776
	Lightining in screen	1,090
180	Maintenance platform AWS 1 Screen	45,704
190	Discharge conveyor Heavies HBGT250/1400*18900	63,483
	Stainless Steel section	3,839
200	Top belt magnet HBM LD500.1400/1600	78,229
210	Air conveyance	660,518
220	Maintenance platform Wal Air System	92,790
230	Discharge conveyor Middle Heavies HBGT250/1400*27900	82,259
	Stainless Steel section	3,839
240	Top belt magnet HBM 500.28.044	55,501
250	Discharge conveyor Ferrous HBGT250/800*16400	45,208
260	Incline conveyor to Elliptical Separator HBGT250/1400*3900	27,421
270	Elliptical Separator	212,803
280	Maintenance platform	37,345
290	Discharge conveyor Backs of Elliptical Separator HBGT250/800*13900	34,948
300	Incline conveyor Backs of Elliptical Separator HBGT250/800*13900	39,165
310	Discharge conveyor Fines of Elliptical HBGT250/1000*18250	51,582
320	Unders Conveyor Fines AWS Screen TB 1600*25500	125,588
	Scraper inside conveyor	585
	Stainless Steel section	6,593
330	Transfer conveyor Fines HBGT250/1000*19750	53,664
	Cover of the belt	6,917
340	Top belt magnet HBM 500.28.045	50,959
350	Discharge conveyor Ferrous HBGT250/800*4400	22,293
360	Transfer conveyor Ferrous HBGT250/800*9750	30,262
370	Speed Up Conveyor HBGT250/2800*7900	50,074
	AutoSort 4 NIR1 NIR2 Standard High 2800	239,755
	POLYMER Software	9,590

EXHIBIT I
RESOURCE CENTER CAPITAL COST

	VDRS MRF Equipment Cost Budget	\$
	VB-400/25	10,874
	EM2	59,236
	CU-COOL	2,471
380	TITECH single-valve isolation box/2800	29,722
390	Maintenance platform	27,687
400	Discharge conveyor Paper HGBT250/1000*12400	39,344
410	Dryer	1,357,989
420	Quality control conveyor from Dryer HGBT250/1200*18900	53,370
	Cover of the belt	4,077
430	Quality control platform	51,761
440	Bunker belt Paper HBT1200/2000*23500	139,407
	Chain lubrication	1,648
450	Negatives / Overs conveyor of Optical and Elliptical Unit HGBT250/2000*12400	67,370
460	Transfer conveyor Negatives / Overs conveyor HGBT250/2000*16900	61,057
470	Quality control conveyor Fuel / Film HGBT250/2000*27750	90,953
480	Transfer conveyor Fuel / Film HGBT250/2000*14250	57,539
490	Transfer conveyor Fuel HGBT250/1000*29250	76,053
500	Speed Up Conveyor HGBT250/2800*6900	46,848
	AutoSort 4 NIR1 NIR2 Standard High 2800	239,755
	POLYMER Software	9,590
	VB-200/25	5,341
	EM2	59,236
	CU-COOL	2,471
510	TITECH single-valve isolation box/2800	29,722
520	Maintenance platform	22,631
530	Discharge conveyor Paper HGBT250/1000*14400	44,245
540	Incline conveyor Paper HGBT250/1000*13400	41,036
	Cover of the belt	5,957
550	Transfer conveyor Paper HGBT250/1000*11900	36,945
	Cover of the belt	5,364
560	Negatives conveyor of Optical Units HGBT250/2000*15400	75,426
570	Quality control platform	12,650
580	AWS 1 Unders Conveyor TB 1600*7000	52,776
	Scraper inside conveyor	585
590	Transfer Unders Conveyor AWS Screen TB 1400*11000	50,962
	Scraper inside conveyor	503
	Stainless Steel section	19,609
600	Top belt magnet HBM LD500.1400/1400	66,129
610	Discharge conveyor Ferrous HGBT250/1400*2900	21,028
620	Incline conveyor TB 1400*17500	77,107
	Scraper inside conveyor	503
630	AWS 550 2040*7500	173,321
	Lightening in screen	1,090
640	Maintenance platform	58,777
650	Speed Up Conveyor HGBT250/2800*6400	44,340
	AutoSort 4 NIR1 NIR2 Standard High 2800	239,755
	POLYMER Software	9,590
	VB-400/25	10,874
	EM2	59,236
	CU-COOL	2,471
660	TITECH single-valve isolation box/2800	29,722
670	Maintenance platform	49,716
680	Discharge conveyor Plastics HGBT250/1000*5900	26,923
690	Incline conveyor HGBT250/1000*4400	25,003
700	Elliptical Separator	212,803

EXHIBIT I
RESOURCE CENTER CAPITAL COST

	VDRS MRF Equipment Cost Budget	\$
710	Maintenance platform	27,839
720	Discharge conveyor Backs of Elliptical Separator HBGT250/2000*2900	28,870
730	Transfer conveyor Backs of Elliptical Separator HBGT250/1400*16900	44,466
740	Incline conveyor Backs of Elliptical Separator HBGT250/1400*16900	57,343
750	Discharge conveyor Ferrous HBGT250/800*33900	70,125
760	Transfer conveyor Ferrous HBGT250/800*19900	48,388
770	Quality control platform Aluminium	26,422
780	Fixed bin Al - 65 m3	29,323
790	Incline conveyor HBGT250/1400*6400	30,113
800	Speed Up Conveyor HBGT250/2000*6400	33,403
	AutoSort 4 NIR1 NIR2 Standard High 2000	169,775
	POLYMER Software	7,216
	VB-400/25	8,402
	EM2	46,860
	CU-COOL	2,471
810	TITECH single-valve isolation box/2000	26,915
820	Maintenance platform	31,758
830	Discharge conveyor Heavies HBGT155/1400*3660	26,139
840	Transfer conveyor Heavies HBGT250/1400*26900	78,037
850	Incline conveyor Heavies HBGT250/1400*12900	46,547
	Stainless Steel section	3,839
860	Top belt magnet HBM 500.28.044	51,666
870	Discharge conveyor Ferrous HBGT250/800*9750	36,652
880	Eddy Current HBM 29.726/12/B-1500	98,677
890	Maintenance platform	35,526
900	Discharge conveyor Negatives of Eddy-Current HBGT250/800*13900	36,850
910	Quality control conveyor Aluminium HBGT250/600*12750	43,847
920	Incline conveyor Heavies HBGT250/2000*18400	59,248
930	Incline conveyor Heavies HBGT250/1600*7400	30,602
940	Transfer conveyor Heavies HBGT250/2000*19400	58,427
950	Speed Up Conveyor HBGT250/2000*6400	31,362
	AutoSort 4 NIR1 NIR2 Standard High 2000	169,775
	C&D Software	6,366
	VB-400/12.5	22,104
	CU-COOL	2,471
960	TITECH single-valve isolation box/2000	26,915
970	Maintenance platform	47,109
980	Catwalk	29,667
990	Quality control conveyor Wood HBGT250/1000*18400	47,393
1000	Quality control platform Wood and Heavies	61,228
1010	Quality control conveyor Heavies HBGT250/1000*18400	47,393
1020	Transfer conveyor Trash HBTB/1200*12500	56,447
1030	Incline conveyor Plastics HBGT250/2000*11900	51,172
1040	Speed Up Conveyor HBGT250/1400*6400	31,362
	AutoSort 4 NIR1 Standard High 1400	135,923
	POLYMER Software	6,116
	VB-400/25	5,931
	CU-COOL	2,471
1050	TITECH single-valve isolation box/1400	26,915
1060	Maintenance platform	40,106
1070	Discharge conveyor PET HBGT250/800*9400	25,570
1080	Speed Up Conveyor HBGT250/2000*9400	41,014

EXHIBIT I
RESOURCE CENTER CAPITAL COST

	VDRS MRF Equipment Cost Budget	\$
	AutoSort 4 NIR1 Standard High 1400	162,854
	POLYMER Software	6,921
	VB-400/25	8,402
	CU-COOL	2,471
1090	TITECH single-valve isolation box/2000	28,092
1100	Maintenance platform	29,464
1110	Quality control conveyor PET / PE HBGT250/1600*12250	59,671
1120	Discharge conveyor from presort PE/ PET HBGT155/800*3660	24,843
1130	Transfer conveyor for recovery HBGT250/600*7900	28,454
1140	Transfer conveyor for recovery HBGT250/800*7400	26,372
1150	Transfer conveyor for recovery HBGT250/800*10400	32,052
1160	Transfer conveyor for recovery HBGT250/800*8750	36,007
1170	Discharge conveyor 1-7 HBGT155/800*3660	26,251
1180	Discharge conveyor PP HBGT155/800*3660	26,251
1190	Quality control conveyor 1-7/PP HBGT250/1600*18750	72,481
1200	Quality control platform PET / PE / 1-7 / PP	73,974
1210	Fixed bin 1-7 - 65 m3	29,323
1220	Fixed bin PP - 65 m3	29,323
1230	Fixed bin PET - 81 m3	32,020
1240	Fixed bin HDPE Coloured - 52 m3	27,530
1250	Fixed bin HDPE Natural - 52 m3	27,530
1260	Speed Up Conveyor HBGT250/2800*8900	53,674
	AutoSort 4 NIR1 NIR2 Standard High 2800	239,755
	POLYMER Software	9,590
	VB-400/25	10,874
	EM2	59,236
	CU-COOL	2,471
1270	TITECH single-valve isolation box/2800	29,722
1280	Maintenance platform	22,631
1290	Discharge conveyor Heavies HBGT155/1400*3660	26,139
1300	Discharge conveyor Shredder HBT1200/1800*10500	66,990
	Chin lubrication	1,648
1310	Size Reducer SSI	725,000
1320	Incline conveyor HBT1200/1800*13300	85,323
	Chain lubrication	1,648
1330	3D trommel screen	625,204
1340	Trommel Unders Conveyor TB 1600*9500	62,990
	Scraper inside conveyor	585
	Stainless Steel section	22,087
1350	Top belt magnet HBM LD500.1600/1600	75,594
1360	Incline conveyor to AWS Screen HBT1200/1600*10000	59,316
	Drainage plate for dirt	996
	Chain lubrication	1,648
1370	AWS 550 2540*9000	199,776
	Lightening in screen	1,090
1380	Maintenance platform AWS 1 Screen	44,714
1390	AWS 1 Unders Conveyor TB 1600*7000	52,776
	Scraper inside conveyor	585
1400	Speed Up Conveyor HBGT250/2800*14900	74,356
	AutoSort 4 NIR1 NIR2 Standard High 2800	239,755
	POLYMER Software	9,590
	VB-400/25	10,874
	EM2	59,236
	CU-COOL	2,471
1410	TITECH single-valve isolation box/2800	29,722

EXHIBIT I
RESOURCE CENTER CAPITAL COST

	VDRS MRF Equipment Cost Budget	\$
1420	Maintenance platform	40,342
1430	Discharge conveyor Plastics HBGT250/1000*18400	46,224
1440	Transfer conveyor Plastics HBGT250/1000*3900	20,582
1450	Incline conveyor to Elliptical Separator HBGT250/1000*4400	25,556
1460	Elliptical Separator	212,803
1470	Maintenance platform	27,839
1480	Discharge conveyor Backs of Elliptical Separator HBGT250/2000*2900	28,870
1490	Speed Up Conveyor HBGT250/2800*12400	65,108
	AutoSort 4 NIR1 NIR2 Standard High 2800	239,755
	POLYMER Software	9,590
	VB-400/25	10,874
	EM2	59,236
	CU-COOL	2,471
1500	TITECH single-valve isolation box/2800	29,722
1510	Maintenance platform	22,631
1520	Discharge conveyor Heavies HBGT155/1400*3660	26,139
1530	Bunker belt with drum feeder BDF1200/2000*8000	101,463
	Photocell electric	911
	Higher sidewall towards the wall	1,868
	Chain lubrication	1,648
1540	Incline conveyor HBT1200/2000*16800	104,197
	Chain lubrication	1,648
1550	Pre sort conveyor HBGT250/1600*22750	68,391
1560	OCC screen 2540*7000	139,850
1570	Quality control conveyor OCC HBGT250/1600*4900	26,790
1580	Quality control platform OCC	38,995
1590	Quality control platform OCC	9,033
1600	Discharge conveyor OCC HBGT250/1600*7900	32,881
1610	Discharge conveyor Unders OCC Screen HBGT250/1600*29250	96,606
1620	Transfer conveyor Unders OCC Screen HBGT250/1600*8400	35,072
1630	Incline conveyor Unders OCC Screen HBGT250/1600*33400	101,652
1640	Divertor	8,125
1650	Reversible conveyor HBGT250/1400*3900	27,120
1660	Reversible conveyor HBGT250/1400*3900	27,120
1670	Bunker belt OCC HBT1200/2000*16000	107,673
	Chain lubrication	1,648
1680	Bunker belt Paper HBT1200/2000*16000	107,636
	Chain lubrication	1,648
1690	Bunker belt Film HBT1200/2000*16000	107,636
	Chain lubrication	1,648
1700	Bunker belt X HBT1200/2000*16000	107,636
	Chain lubrication	1,648
1710	Bunker belt OCC HBT1200/2000*16000	107,636
	Chain lubrication	1,648
1720	Bunker belt MRP HBT1200/2000*16000	107,383
	Chain lubrication	1,648
1725	Transfer Conveyor Organics TB 1000*12000	49,634
	Cover over the belt	5,957
1726	Transfer Conveyor Organics TB 1000*13000	52,776
	Cover over the belt	6,917
1727	Two-way Conveyor Organics	42,424
	Cover over the belt	4,077
1728	Two-way Conveyor Organics/Glass	65,992
	Cover over the belt	5,957

EXHIBIT I
RESOURCE CENTER CAPITAL COST

EXHIBIT I
RESOURCE CENTER CAPITAL COST

VDRS MRF Equipment Cost Budget		\$
90	Discharge conveyor TB 1400*19000	91,889
	Scraper inside conveyor	580
100	Densimetric Table	439,834
110	Discharge conveyor TBL 600*12000	42,588
	Scraper inside conveyor	504
120	Discharge conveyor TBL 600*4500	28,735
	Scraper inside conveyor	504
130	Discharge conveyor TBL 600*12000	43,842
	Scraper inside conveyor	504
140	Switchbox sorting system	115,288
	Extra loud horn	1,339
	Air conditioning switchbox	7,178
	Project costs	37,953
	Freight	119,000
	Mobilization	12,325
	Electrical Installation	64,875
	Mechanical Installation	196,085
	Start-up and Training	22,500
	Crane, forklift, scissor lift rental	48,000
	Payment, Performance & Completion Bonds	52,025
TOTAL Densimetric Line - Delivered and Installed		2,109,649
TOTAL MSW Line and Densimetric Line - Delivered and Installed		27,276,377
Bonding Amount: add \$124,686 FX Hedge Reimbursement		27,400,000
CMU Screening Equipment		2,500,000
MRF Equipment		24,900,000
To eliminate FX risk		1,290,000
		26,190,000
Mustang Dewey Group - Santa Barbara		
004222-0010E-01		
		8/11/2017
<i>As per 4/17/17, incl. 3% BRM Increase and based on 1.14</i>		
Total MSW/SS Line + Compost Line - Delivered and Installed		\$27,276,377
80% subject to FX fluctuations		
FX Increase from 1.14 to 1.1821 (end of day 8/11/17) on \$21,821,102		\$805,849
Additional BRM increase		No Charge
Hedge till Jan 31, 2018 on \$22,626,951 (\$21,821,102 + \$805,849)		\$452,539
Increase Bonding fee on previous increase		No Charge
Increased Bonding Fee on current increase		\$32,466
		=====
New Price including adjustment for current FX and hedging		\$28,567,231
New total for Bonding amount (add \$124,686 FX hedge reimbursement)		
Mustang Dewey Group - Santa Barbara		
004222-0010E-01		
		10/13/2017
		Total
As per 8/11/17, and based on 1.1821: Total MSW/SS Line + Compost Line - Delivered at		\$28,567,231
80% subject to FX fluctuations		
FX increase from 1.1821 to 1.1820 (as of 10/13/17)		(1,933)
New hedge from Jan 31, 2018 to March 31, 2018 on \$22,851,882 (\$22,853,785 - \$1,933)		198,049
Labor Rate increase (CBA) 1.55% on 50% of equipment value only (50% of \$22,853,785)		177,117
General CPI (inflation) increase on remainder for 2 months @2.5% annually		71,148
Increased Bonding Fee on current increase		11,472
Discount per County		(250,000)
		=====
New Price including adjustment for current FX and hedging		\$28,773,084
New total for Bonding amount (add \$124,686 FX hedge reimbursement)		\$28,900,000
Steel Tariff Adder		378,000
Revised VDRS Contract Amount		29,278,000

Installation based on regular working hours during normal business days, unless specifically mentioned otherwise.

Excluded / Customer Responsibility:

Bringing electricity to the switchboxes, including the e-stop control box. Bringing Manufacturing of the pits (and roof, if applicable) according to our blueprints Running a telephone line and/or internet access to the TITECH unit(s) depending on

Delivery Time:

Shipping in approx. 6 - 8 months

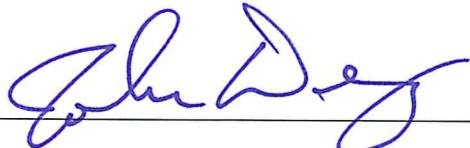
Delivery time starts from date of signed approval drawing

EXHIBIT K: SECRETARY'S CERTIFICATE

CONTRACT FOR DEVELOPMENT AND OPERATIONS SERVICES SFOR THE COUNTY OF SANTA BARBARA

I, John Dewey, certify that I am the current Managing Member of the limited liability company named herein and that John Dewey who signed this Amendment on behalf of the limited liability company, was then Managing Member of said limited liability company as evidenced by the attached true and correct copy of the organizational documents for said company. I further certify that this Contract is within the scope of said company's powers and was duly signed for and on behalf of said company by authority of its members, as evidenced by the attached true and correct copy of the Resolution Authorizing Execution of the Sixth Amendment to the Development and Operation Agreement between MSB Investors, LLC and the County of Santa Barbara.

By:



(Signature)

Name:

John Dewey

(Printed Name)

Title:

Managing Member

(Managing Member of LLC)

Date:

September 20, 2021

RESOLUTION OF LIMITED LIABILITY COMPANY

Company: MSB Investors, LLC
17 Corporate Plaza, Suite 200
Newport Beach, CA 92660

County: County of Santa Barbara
130 E. Victoria Street, Suite 101
Santa Barbara, CA 93101

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT:

ORGANIZATION. The Company is a limited liability company which is, and is named above is duly elected, appointed, or employed by or for the Company, as the case may be, and occupies the position stated above. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 17 Corporate Plaza, Suite 200, Newport Beach, CA 92660. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records including its records concerning the Collateral. The Company will notify County prior to any change in the location of The Company's state of organization or any change in The Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and The Company's business activities.

RESOLUTION ADOPTED. At a meeting of the members of the Company, duly called and held on September 20, 2021 at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

ACTIONS AUTHORIZED. The CEO & Managing Member of MSB Investors, LLC may enter into any agreements of any nature with County, and those agreements will bind the Company. Specifically, but without limitation, John Dewey is the CEO and Managing Member of MSB Investors, LLC and is authorized, empowered, and directed to do the following for and on behalf of the Company:

RESOLUTION OF LIMITED LIABILITY COMPANY
(Continued)

Execute Documents. To execute and deliver to County this form of Limited Liability Company Resolution and the 6th Amendment to the Contract for Development and Operations Services for the County of Santa Barbara (“Contract”) and related documents submitted by County, confirming the nature and existence of MSB Investors, LLC, and evidencing the Company’s participation and terms of the Contract between County and MSB Investors, LLC.

Authorize Members. To authorize other members or employees of the Company, from time to time, to act in their stead or as their successors on behalf of the Company.

Further Acts. To do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements requiring disputes with County to be submitted to binding arbitration for final resolution and waiving the right to a trial by jury, as the members may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

NOTICES TO COUNTY. The Company will promptly notify County in writing at County's address shown above (or such other addresses as County may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the members of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and County. No change in the Company's name or state of organization will take effect until after County has received notice.

PARTICIPATION AUTHORIZED. The Company's participation in the Contract with County and the execution, delivery, and performance of the documents described herein have been duly authorized by all necessary action by the Company and do not conflict with, result in a violation of, or constitute a default under: (A) any provision of its articles of organization, or any agreement or other instrument binding upon the Company or (B) any law, governmental regulation, court decree, or order applicable to the Company.

CERTIFICATION CONCERNING MEMBERS AND RESOLUTIONS. The CEO and Managing Member approved this Resolution and it shall be continuing, shall remain in full force and effect and County may rely on it until written notice of its revocation shall have been delivered to and received by County at County's address shown above (or such addresses as County may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

**RESOLUTION OF LIMITED LIABILITY COMPANY
(Continued)**

IN TESTIMONY WHEREOF, we have hereunto set our hand.

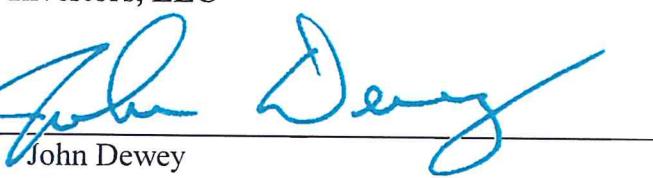
I have read all the provisions of this resolution and personally and on behalf of the Company certify that all the representations made in this Resolution are true and correct.

This Resolution of MSB Investors, LLC is dated September 20, 2021.

CERTIFIED TO AND ATTESTED BY:

MSB Investors, LLC

By:



John Dewey

Its: CEO & Managing Member